



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 043] CHANDIGARH, WEDNESDAY, MAY 10, 2023 (VAISAKHA 20, 1945 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 26th April, 2023

No. 13/1/9965-HII(2)-2023/5713.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 18/2020 dated 10.03.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAM CHANDER, AGED 38 YEARS, S/O SH. RAM SUMER, R/O HOUSE NO. 1420,
JANTA COLONY, NAYA GAON, DISTRICT MOHALI, PUNJAB (Workman)

AND

1. THE CHAIRMAN/SECRETARY INDIAN RED CROSS SOCIETY,
CHANDIGARH UNION TERRITORY BRANCH, KARUNA SADAN BUILDING, SECTOR 11-B,
CHANDIGARH.

2. M/S ASMI INDUSTRIES, 707-A, INDUSTRIAL AREA, PHASE-2, UNION
TERRITORY, CHANDIGARH THROUGH ITS PROPRIETOR/PARTNER/MANAGER. (Management)

AWARD

1. Ram Chander, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman joined the services of the management No.1 / employer w.e.f. 03.08.1999 and worked continuously without any break or interruption till 14.05.2019 when workman proceeded on 15 days sanctioned leave. On 01.06.2019 (Saturday) the workman reached the place of duty but the immediate superior of the workman Ms. Anamika Mishra - Supervisor refused duty. The workman approached Shri Mohan Lal, Project Incharge / Manager, Red Cross Sarai, PGIMER, but he refused duty and told the workman that his services are no more required for the organisation. The workman was working as Gardener (*Mali*) from the beginning but from the last few years he was deputed as Helper in Anpurna Scheme for the distribution of food. At the time of his retrenchment, the workman was drawing wages @ ₹11,763/- per month, after statutory deductions. The workman performed his duties up to the entire satisfaction of management and his superiors. The workman was never issued any cause notice, warning, charge sheet or any other memo to question his work and conduct throughout his service period of 19 years 9 months and 28 days. At present there are about 140 employees working in the Indian Red Cross Society, Chandigarh, Union Territory Branch as Gardner, Sweepers, Watchman (*Chowkidars*), Peons, Drivers, Data Entry Operators, Clerks, Accounts Clerks and Salesmen etc. Management No.1 illegally transferred the services of all the employees on outsourcing pattern without taking the consent of

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the employees in the year 2014. In the outsourcing pattern, the contractor only used to transfer the earned wages and the workman had to work under the direct command of Chairman / Secretary, Indian Red Cross Society, Chandigarh, Union Territory Branch and the subordinate staff like Supervisors and Project Incharge / Managers. The Secretary, Red Cross issued order dated 16.05.2016 to this effect. The workman was covered under the ESIC scheme and provident fund scheme. The monthly earned wages were paid to the workman after the statutory deductions of ESI and PF share of the workman. After the verbal order of retrenchment, the workman approached the Chairman, Red Cross Society, Chandigarh with written application dated 10.06.2009 but the services of the workman were not reinstated. Again on 19.06.2019 the workman approached the Chairman, Red Cross Society but again no help came. In the year 2019, the workman was performing his duties under the direct control and supervision of Shri Mohan Lal, the Project Incharge / Manager, Red Cross Sarai in PGIMER and Ms. Anamika Mishra - Supervisor. The said Shri Mohan Lal and Ms. Anamika Mishra were forcing the workman to work at their private houses after duty hours and on holiday. The house of Mohan Lal is in Naya Gaon and that of Ms. Anamika Mishra is at DeraBassi. As the workman was unable to work at their private houses, both the official decided to throw the workman out. The said officials verbally told the workman that his services are no more required by the organisation of the services of the Red Cross Society. As such the workman was verbally refused duties on 01.06.2019. The termination / retrenchment of the workman is illegal, unjustified, against the principles of natural justice and highly arbitrary on the following grounds.

- i) The workman performed his continuous service of 19 years 9 months and 28 days and at the time of his verbal termination, he was neither served notice of termination / retrenchment nor paid notice pay and retrenchment compensation. As such, the retrenchment is in violation of Section 25-F of the ID Act.
- ii) At the time of retrenchment of the workman, his juniors were retained in the service. Thus, retrenchment workman is in violation of Section 25-G of the ID Act.
- iii) The retrenchment / termination of the workman is not termination simplicitor but termination by way of punishment as the workman refused to work after duty hours at the private houses of Shri Mohan Lal, the Project Incharge / Manager, Red Cross Sarai in PGIMER, which is situated at Nayagaon and Ms. Anamika Mishra - Supervisor, which is situated at Dera Bassi i.e. about 20 kilometres from Chandigarh.

The termination of the workman is illegal, thus the workman is entitled for reinstatement in service with continuity of service, full back wages and all other service benefits applicable from time to time. The workman raised demand notice dated 08.07.2019. The conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh failed. Prayer is made that the claim statement may be accepted.

2. On notice, management No.1 contested the claim statement by filing written statement on dated 27.04.2021 wherein the preliminary submissions are made to the effect that the present claim statement is not maintainable qua management No.1. The workman has not approached this Court with clean hands. The present claim statement is bad for non-joinder of necessary parties. The workman was engaged on August 1999 on daily wages as part time Mali at fixed honourarium of ₹1,500/- per month by management No.1 and was posted at Karuna Sadan Building, Sector 11-B, Chandigarh. No appointment letter was ever issued to him. As per the order of Chairman-cum-Deputy Commissioner, U.T. Chandigarh the private agency was hired to provide the manpower on outsource basis. Thereafter, on 30.07.2014 the contract was executed between M/s Punj Security & Housekeeping Services Pvt. Ltd. and management No.1 to provide the manpower. The said contract was for three years, which was terminated with the efflux of time. The workman was appointed by M/s Punj Security & Housekeeping Services Pvt. Ltd. from 01.02.2017 to 31.01.2018. Thereafter, the contract was awarded to M/s Asmi Industries initially from 30.10.2017 to 29.10.2018, which was further extended to 30.04.2020. In fact, the workman was found to be arrogant, ir-respectable, in-disciplined and arbiter in his conduct. The workman used to leave food packet distribution van and the driver in between which have been culminating into wastage of food packet. When the workman was asked by superior to report on duty at 9:00 A.M., he flatly refused to turn up to his duties at 9:00 A.M. saying "*main is se pehale nahi aa sakta aapne jo karna hai kar lena*" (I will not come before this, you may do whatever you want). All verbal

advice, revises and warnings were fall flat on him and he did not mend his ways of working and conduct. The same was brought to the notice of service provider by competent authority. In this regard, written warning of service provider is of dated 01.05.2019. The services of the workman were terminated by the contractor not management No.1.

3. Further on merits, it is stated that the demand notice dated 08.07.2019 was defended by the management No.1. No cause of action arises against the management No.1. The workman was appointed on daily wages in August, 1999 as part time Mali in Red Cross Society, U.T. Chandigarh at fixed honourarium of ₹1,500/- per month. Thereafter, the workman was appointed by the contractor i.e. M/s Punj Security & Housekeeping Services Pvt. Ltd. Further, similar stand is taken as taken in the preliminary submissions. Rest of the averments of claim statement are denied as wrong except para 7 & 8, which are replied in a formal manner being matter of record. Prayer is made that the claim statement may be dismissed qua management No.1.

4. Notice issued to management No.2 for 14.01.2021 was executed through its Manager but none appeared on behalf of management No.2. Thus, the management No.2 was proceeded against *ex parte* vide order dated 14.01.2021.

5. The workman filed rejoinder to the written statement of management No.1, wherein the contents of the written statement except admitted facts of the claim statement are denied as wrong and averments of statement of claim are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 21.09.2021:-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there exists no employer-employee relationship between management No.1 and workman ? OPM-1
3. Relief.

7. In evidence, the workman Ram Chander examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1' to Exhibit 'AW4' (in order to avoid any ambiguity the documents Exhibit 'AW1' to Exhibit 'AW4' are hereinafter referred as Exhibit 'AW1/1' to Exhibit 'AW1/4').

Exhibit 'AW1/1' is copy of demand notice dated 08.07.2019 raised by the workman.

Exhibit 'AW1/2' is copy of failure report bearing Memo No.79 dated 10.01.2020 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh.

Exhibit 'AW1/3' is copy of adhaar card of the workman.

Exhibit 'AW1/4' is copy of office order bearing endorsement No.IRCS/UT/2016/583 dated 16.05.2016 issued by Virender Chaudhary, HCS, Secretary, Red Cross.

8. The workman examined AW2 Ashish Ahuja. On 10.01.2023 the workman closed his evidence.

9. During cross-examination of MW1 Sushil Kumar Taank, the workman had put documents Exhibit 'W1' to Exhibit 'W6' to the witness.

Exhibit 'W1' is certificate dated 24.10.2008 issued by SDM (East)-cum-Secretary, Indian Red Cross Society, wherein it is certified that workman Ram Chander was working as Mali since 03.08.1999 till date on contract basis with usual break in service at fixed contract fee on DC rates ₹3,482/- per month.

Exhibit 'W2' is copy of appointment letter dated 21.01.2013 issued by the management of Indian Red Cross Society to the workman whereby the workman was appointed as Mali on purely contract basis for a period of one year w.e.f. 22.01.2013 to 21.01.2014 on fixed contractual amount of ₹7,980/- per month.

Exhibit 'W3' is copy of appointment letter dated 11.02.2014 issued by the management of Indian Red Cross Society to the workman whereby the workman was appointed as Mali on purely contract basis for a period of one year w.e.f. 01.01.2004 to 31.12.2004 on fixed honourarium of ₹ 2,585/- per month.

Exhibit 'W4' is certificate dated 06.08.2010 issued by Joint Secretary, Indian Red Cross Society, wherein it is certified that workman Ram Chander worked as Mali in Indian Red Cross Society, Sector 11, U.T. Branch, Chandigarh on contract basis on DC rates ₹ 3,784/- per month w.e.f. 01.01.2004 to 31.12.2004, 04.01.2005 to 03.01.2006, 12.01.2006 to 11.01.2007, 15.01.2007 to 14.01.2008, 16.01.2008 to 15.01.2009, 17.01.2009 to 16.01.2010 and 19.01.2010 to date.

Exhibit 'W5' is copy of contract dated 31.01.2017 for providing manpower in Indian Red Cross Society, U.T. Branch, Chandigarh between the Indian Red Cross Society, U.T. Branch, Sector 11-B, Chandigarh and M/s Impressive Data Services Pvt. Ltd. for initial period of one year i.e. from 01.02.2017 to 31.01.2018, which can be further extended for another year and maximum up to 3 years.

Exhibit 'W6' is copy of contract dated 30.10.2017 for providing manpower in Indian Red Cross Society, U.T. Branch, Chandigarh between the Indian Red Cross Society, U.T. Branch, Sector 11-B, Chandigarh and M/s Asmi Industries for initial period of one year i.e. 30.10.2017 to 29.10.2018 which can be further extended for another year and maximum up to 3 years.

10. On the other hand, management examined MW1 Sushil Kumar Tank, who tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1' to Exhibit 'M4'.

Exhibit 'M1' is the copy of contract dated 26.06.2014 for providing manpower in DC Office between Administrator, U.T. Chandigarh and M/s Punj Security & Housekeeping Services Pvt. Ltd. for a period of three years from 01.02.2014 ending on 31.01.2017

Exhibit 'M2' is the copy of contract dated 31.01.2017 for providing manpower in Indian Red Cross Society, U.T. Branch, Chandigarh between Indian Red Cross Society, U.T. Branch, Chandigarh and M/s Impressive Data Services Pvt. Ltd. for a period of one years from 01.02.2017 ending on 31.01.2018.

Exhibit 'M3' is the copy of contract dated 31.10.2017 for providing manpower in Indian Red Cross Society, U.T. Branch, Chandigarh between Indian Red Cross Society, U.T. Branch, Chandigarh and M/s Asmi Industries for a period of one years from 30.10.2017 to 29.10.2018.

Exhibit 'M4' is copy of letter dated 01.05.2019 addressed from M/s Asmi Industries to the workmen Lakhvir Singh & Others, including name of workman Ram Chander, Mali at No.3 relating to the subject of Misbehaviour with Incharge of Anpurana.

On 02.03.2023 Learned Law Officer for the management No.1 closed the evidence.

11. I have heard the arguments of Learned Representative for the workman and Learned Law Officer for management No.1 and perused the judicial file. My issue-wise finding are as below :—

Issue No. 1 & 2 :

12. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

13. Onus to prove issue No.1 is on the workman and onus to prove issue No.2 is on the management No.1.

14. Under this issue the workman Ram Chander examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto and supported his oral version with the documents Exhibit 'AW1/1' to Exhibit 'AW1/4'.

15. For corroboration the workman examined AW2 Ashish Ahuja - Field Supervisor (Retired), Office of Indian Red Cross Society, U.T. Branch, Chandigarh, who deposed that he worked in Indian Red Cross Society for the period w.e.f. year 1997 to 31.03.2022. He knows the workman Ram Chander, who remained under his supervision for certain period and under the supervision of other officials. Workman joined service around 03.08.1999 as Mali on contractual basis. The appointment authority of Class-III and Class-IV employees

is Secretary, Indian Red Cross Society, U.T Branch, Chandigarh. Workman was issued appointment letter. The appointment letter was issued every year after break of one or two days. Sometimes due to emergency the work was obtained from the workman even during break period. Workman had been performing his duty as per the period mentioned in his appointment letter. In the year 2009 the services of the contractual employees were regularised however the services of the workman were not regularised. The workman had no approach with the higher officers therefore his services were not regularised. Those who were near to the higher officers were regularised. During his (deponent) tenure, in the year 2009, services of about 8-9 contractual employees were regularised except the workman. The workmen junior to workman Ram Chander were regularised. The appointing authority has the power to remove the contractual employees. During his tenure there was no complaint of misbehaviour or any misconduct against the workman. During his tenure the officers of Red Cross did not obtain any extra duty from the workman except the assigned official duty. There was only one post of Mali in the Red Cross, during his tenure of service.

16. Learned Representative for the workman referred documents Exhibit 'W1' to Exhibit 'W4' to support the plea that the workman was employed on contractual basis with Indian Red Cross Society, Chandigarh U.T. Branch.

17. On the other hand, management No.1 examined MW1 Sushil Kumar Taank - Training Supervisor at Indian Red Cross Society, U.T. Chandigarh, who vide his affidavit Exhibit 'MW/1A' deposed the material contents of the written statement which are not produced here for the sake of brevity. MW1 supported his oral version with documents Exhibit 'M1' to 'M4'.

18. From the oral as well as documentary evidence led by the parties, it is duly proved on record that the workman was appointed to the post of Mali on purely contractual basis by the management of India Red Cross Society, Chandigarh, U.T. Branch w.e.f. 03.08.1999 on fixed contractual amount at DC rates. The initial appointment of the workman was for a period of one year extended up to 29.07.2014 with notional break. This fact is admitted by the workman / AW1 Ram Chander in his cross-examination wherein he has stated that he was appointed on 03.08.1999 by the management on daily wages and thereafter he was engaged by the contractor M/s Punj Security in the year 2014. The notional break in service stands proved from certificate dated 06.08.2010 / Exhibit 'W4' wherein the service period of the workman till the date of issuance of the certificate is mentioned as w.e.f. 01.01.2004 to 31.12.2004, 04.01.2005 to 03.01.2006, 12.01.2006 to 11.01.2007, 15.01.2007 to 14.01.2008, 16.01.2008 to 15.01.2009, 17.01.2009 to 16.01.2010 and 19.01.2010 to date of issuance of the certificate i.e. 06.08.2010. The workman has pleaded that he continuously worked without any break or interruption in service with Indian Red Cross Society, Chandigarh U.T. Branch / management No.1 till 14.05.2019 when he proceeded on 15 days sanctioned leave. On the other hand, the management No.1 has taken the plea that the workman was deployed with the management No.1 through contractor w.e.f. 30.07.2014. The aforesaid plea taken by the management No.1 stands proved being admitted by the workman / AW1 Ram Chander in his cross-examination wherein he has stated that thereafter he was engaged by the contractor M/s Punj Security in the year 2014.

19. Learned Representative for the workman argued that management No.1 has illegally terminated the services of the workman on 01.06.2019 by refusing work. On the other hand, Learned Law Officer for management No.1 argued that the workman is an employee of the contractor and his services were terminated by the then contractor M/s Asmi Industries i.e. management No.2 and the management No.1 has nothing to do with the termination of the workman. To my opinion as discussed above, undisputedly the workman was contractual employee of the management No.1 from 03.08.1999 to 29.07.2014. Admittedly, the workman joined through contractor M/s Punj Security in the year 2014 and was deployed to work with management No.1. The management No.1 has proved letter dated 30.07.2014 of Secretary, Red Cross, Chandigarh whereby on the basis of terms & conditions of agreement between DC U.T. Chandigarh and M/s Punj Security & Housekeeping Security Services Pvt. Ltd., the manpower in DC office, U.T. Chandigarh will be provided by the contractor M/s Punj Security & Housekeeping Services Pvt. Ltd. Letter dated 30.07.2014 / Exhibit 'M1' is accompanied with copy of the contract dated 20.06.2014 between The Administrator of U.T. Chandigarh through Deputy Commissioner, Chandigarh and M/s Punj Security & Housekeeping Services Pvt. Ltd. The contract dated 26.06.2014 was initially for a period of three years i.e. from 01.02.2014 to year ending on 31.01.2017. From Exhibit 'W5' it is further proved that on 31.01.2017 Indian Red Cross Society, U.T.

Branch Chandigarh entered into contract with M/s Impressive Data Pvt. Ltd. for providing manpower in Indian Red Cross Society, U.T. Branch, Chandigarh. The contract dated 31.01.2017 was initially for a period of one year from 01.02.2017 to 31.01.2018, which can be further extended for another year maximum up to 3 years. From Exhibit 'W6' it is further proved that the Indian Red Cross Society entered into contract dated 30.10.2017 with M/s Asmi Industries for providing manpower in India Red Cross Society, U.T. Branch, Chandigarh and the said contract was initially for a period of one year from 30.10.2017 to 29.10.2018 which can be further extended for another one year and maximum up to three years. As discussed above the workman has admitted that he was engaged by the contractor M/s Punj Security in the year 2014. Thus, since year 2014 the Indian Red Cross Society, U.T. Branch Chandigarh has no relationship of employer & employee with the workman. However, from year 2014 onwards till the date of verbal termination of service the workman remained contractual employee of contractor M/s Punj Security up to 31.01.2017, then the workman remained contractual employee of contractor M/s Impressive Data Services Pvt Ltd. up to 31.01.2018 and then the workman remained contractual employee of contractor M/s Asmi Industries i.e. management No.1 w.e.f. 30.10.2017 till his termination. Thus, at the time of termination the workman was employee of management No.2 whereas management No.1 was the principal employer of the workman as the workman was deployed by the contractor to work with management No.1.

20. Learned Representative for the workman has laid much stress upon the fact that management No.1 did not regularise the services of the workman whereas in the year 2009 about 8-9 contractual employees were regularised by management No.1 except the workman. To support his contention Learned Representative for the workman referred the examination in chief of AW2 Ashish Ahuja, Field Supervisor (Retd.) wherein he deposed that during his tenure in the year 2009 services of about 8-9 contractual employees were regularised except the workman. AW2 further deposed that the workmen junior to workman Ram Chander were regularised. To my opinion, as far as regularisation of the services of the workman is concerned, in the present claim statement the workman is not seeking the relief of regularisation. Moreover, MW1 Sushil Kumar Taank - Training Supervisor in management No.1, in his cross-examination admitted as correct that Ram Chander workman is working as Mali since August 1999 and services of the workman were not regularised as his appointment might not be against any sanctioned or regular post. In the present case, it is the plea of the workman that he was appointed on contractual basis against the regular post of Mali. AW2 Ashish Ahuja in his cross-examination denied for want of knowledge if the services of the said employee were regularised against the sanctioned post after adopting the proper procedure.

21. As far as termination of the workman is concerned, AW2 Ashish Ahuja in his cross-examination stated that he does not know if the services of the workman are terminated by the contractor. He was under suspension when the workman was terminated from service. From the aforesaid version of AW2 it is made out that AW2 has no knowledge about the termination of the workman. The workman / AW1 in his cross-examination denied the suggestion as wrong that his services were terminated by the contractor i.e. M/s Asmi Industries. AW1 stated that he cannot produce any termination letter issued by management No.1. AW1 in his cross-examination further stated that he used to mark his attendance in the office of management No.1 and he did not have any record of any attendance. No doubt the workman cannot be in possession of any attendance record which is supposed to be in custody of the employer only. But in order to determine the fact, who engaged the workman it is important to see who was paying salary to the workman because salary to an employee is paid by the employer only. In this regard AW1 in his cross-examination stated that the contractor used to pay salary to him after 2014. The aforesaid version of AW1 supports the plea of the management No.1 that subsequent to year 2014 and at the time of termination the workman was employee of the contractor and not of management No.1. When the employer of the workman was changed from management No.1 to contractor in the year 2014, at that time, the workman did not raise any objection to this effect. There is no evidence on record that the workman ever received salary / wages from the contractor under protest. The workman own witness AW2 in his cross-examination stated that the workman did not complain to him when in the year 2014 he was engaged as outsource employee through contractor.

22. The contract between management No.1 and management No.2 was effective from 30.10.2017. Thus, from 30.10.2017 till the date of termination i.e. 01.06.2019 the workman an employee of management No. 2. The workman in his claim statement and in his examination in chief vide Exhibit 'AW1/A'

has taken the plea that on 01.06.2019 when the workman reached the place of duty then the immediate superior of the workman i.e. Anamika Mishra - Supervisor refused duty. The workman has also pleaded that Anamika Mishra - Supervisor and Mohan Lal - Project Officer were forcing him to work at their private houses after duty hours and on holidays, to which the workman refused. On workman's refusal the aforesaid officials decided to throw him out of service and ultimately, on 01.06.2019 Ms. Anamika Mishra verbally refused duty to him. In the present case the workman has failed to prove that the said Anamika Mishra - Supervisor and Mohan Lal - Project Officer were employees of management No.1. On the other hand, management No.1 has proved on record that the said officials were outsource employee of the contractor. In this regard MW1 in his cross-examination stated that Ms. Anamika Mishra was supervising the project Anpurna Akshapatra, who was employee of contractor and Shri Sohan Lal is an outsource employee. MW1 has denied the suggestions as wrong and Ms. Anamika Mishra and Shri Sohan Lal are forcing the workman to do their household work after the office hours and on holiday. The workman has not led any evidence to corroborate his plea that Ms. Anamika Mishra and Shri Sohan Lal were forcing him to do their household work after office hours and on holidays. Had it been so, the workman must have moved any complaint against them to any competent authority. But there is no such evidence on record. Assuming the plea of the workman as correct that on 01.06.2019 Ms. Anamika Mishra verbally refused duty to him, the inference is that the workman was terminated by the contractor i.e. management No.2 because Ms. Anamika Mishra was outsource of the contractor / management No.2. By now the contract between management No.1 and 2 has already expired by efflux of time as the contract between the management No.1 and 2 dated 30.10.2017 / Exhibit 'W6' was for a period of one year from 30.10.2017 to 29.10.2018, which may extend up to period of three years i.e. up to 28.10.2020. As far as legality of verbal termination order is concerned, management No.2 did not bother to contest the claim statement despite service of notice and preferred to be proceeded against ex-parte. Thus, there is no rebuttal to the claim statement by management No.2. Under these circumstances, the verbal termination order dated 01.06.2019 of management No.2 is illegal, null and void. In view of the fact that the contract between the management No.1 & 2 has expired by efflux of time, therefore, the reinstatement of the workman is not possible. However, the workman is held entitled to lump sum compensation ₹ 50,000/- to be paid by management No.2. The workman is not entitled to any relief from the management No.1.

23. Accordingly, issue No.1 is decided in favour of the workman and against the management No.2. Issue No. 2 is decided in favour of management No.1 and against the workman.

Relief :

24. In the view of foregoing finding on the issues above, the present industrial dispute is partly allowed qua management No.2 to the effect that management No.2 is held liable to pay lump sum compensation in the tune of ₹ 50,000/- to the workman within three months from the date of publication of award, failing which the award shall carry interest @ 9% per annum from due date till actual realisation. The claim statement qua management No.1 declined. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 10.03. 2023.

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 26th April, 2023

No. 13/1/9962-HII(2)-2023/5717.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 53/2017 dated 28.02.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ARCHANA GHUMAN, W/O SHRI JAGMEET SINGH GHUMAN, H.NO. 3012,
SECTOR 50-D, 2ND FLOOR, TRIBUNE FRIENDS COLONY, CHANDIGARH. (Workman)

AND

M/S DESH SEWAK ASSOCIATION, SECTOR 29-D, CHANDIGARH THROUGH ITS
DIRECTOR. (Management)

AWARD

1. Archana Ghuman, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that on 15.10.1995 the workman was appointed by the management as Sub-Editor. The workman remained in the uninterrupted employment up to 30.05.2017 when her services were illegally and wrongfully terminated by refusing of work. At the time of termination, the workman was drawing ₹12,000/- per month as consolidated wages. On 31.05.2017 as usual the workman went to attend her normal duty but she was refused work by the management without assigning any reason and notice. For the last about two years the management is paying wages late to its employees. The employees had made a number of complaints against the management. The wages of April, 2017 were paid on 23.05.2017. The workers including the workman made a complaint to the Assistant Labour Inspector, who deputed Labour Inspector to verify the genuineness of the complaint. After the visit of the Labour Inspector the management started harassing all the employees on one pretext or the other. The management threatened the workers that their services will be terminated or they will be transferred to other states. On threat, four employees including the workman made a complaint on 31.05.2017 to the Assistant Labour Commissioner, U.T. Chandigarh. The Assistant Labour Commissioner deputed Mr. Ramesh Dhiman, Labour Inspector Grade - I, U.T. Chandigarh to look into the complaint. The Labour Inspector verbally informed the workman that the management had informed him that the workman was refused work as she is likely to be transferred to Punjab on 01.06.2017. Refusal of work amounts to termination, which is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management has violated Section 33-A of the ID Act, as a demand notice was pending before the Conciliation Officer and the management has not obtained any express permission in writing from the Conciliation Officer, U.T. Chandigarh, termination. The violation of the same makes the termination void. For her reinstatement, the workman served upon the management a demand notice dated 01.06.2017. The management neither replied nor took the workman on duty. The Conciliation Officer, U.T. Chandigarh was requested for intervention and during the course of conciliation proceedings the management refused to take the workman back on duty. The termination is illegal, wrongful, motivated and against the principles of natural justice and unfair labour practice. The workman remained un-employed during this period. Prayer is made that the workman may be reinstated with full back wages, with continuity of service and all attendant benefits.

2. On notice, the management contested the claim application by filing written statement / reply on 02.05.2018 wherein the preliminary objections are taken on the ground that the claim application is not maintainable under the process of law. The workman has concealed the material facts and has not approached the Court with clean hands. The management is engaged in the business of newspaper printing in the name & style M/s Desh Sewak Daily in the State of Punjab. The management also maintains its offices in other areas of Punjab. There was a requirement in sub-office of the management situated at Moga, Punjab. Thus, the management vide its letter dated 30.05.2017 has transferred 4 employees i.e. Sarita Kumari and Archana Ghuman, Sub-Editors, Jasvir Singh - DTP Operator and Gurdeep Singh - Plate Maker to its Sub-office Moga and further asked the said employees to report on duty at Moga on 01.06.2017 for which they were paid ₹ 1,000/- each for travelling to Moga. However, the said 4 employees did not report for duty at Moga and preferred to remain absent from their services. The management has written number of letters to them including the workman on their available address, however, they including the workman did not respond to even a single letter. In the past, the management on 29.07.2016 entered into a memorandum of understanding (MOU) with M/s R.D.V. Media to be effective from 01.08.2016 and has handed over the entire record of all the employees including the service record / personal file of the workman to its above named joint venture partner, however M/s R.D.V. Media did not adhere to the terms of MOU and did not perform to the satisfaction of the management and also did not pay the salary to the workmen etc. Under these circumstances, MOU was terminated on 27.10.2017 for which civil litigation is pending in Civil Court at Chandigarh. M/s R.D.V. Media has not returned the record of the management which also includes the service record/ personal file of the workman. Besides, the workman is not entitled to any relief from this Court inasmuch as workman is gainfully employed. As per settled law, an employee who is already employed gainfully cannot seek benefits from its previous employer and as such the present application is liable to be dismissed.

3. Further on merits, it is admitted to the extent that the workman was working as Sub-Editor, when she was ordered to be transferred and she was being paid ₹12,000/- up to the date of her transfer. However, the workman be put strict proof to prove her date of joining inasmuch as the management does not have the service record / personal file of the workman for the reasons already submitted in the preliminary objections. Further similar stand is taken as taken in the preliminary objections. It is specifically stated that the management never gave any threats to its employees. The management believes in the idea that if its employees will remain happy only then the management could achieve success. The management has not violated any of the provisions of the ID Act, as alleged. The services of the workman were never terminated therefore question of retrenchment compensation does not arise at all. No legal notice dated 01.06.2017 was received by the management. Had the management received the said legal notice then the management would have submitted its reply. Even in the conciliation proceedings the management requested the workman to resume her duties and honour the order dated 30.05.2017 vide which the workman was transferred to Moga. Had the services of the workman not been transferred to Moga, then there would have no dispute in between the workman and the management. The workman in order to avoid her transfer to Moga, has initiated a totally false litigation against the management with the sole intention to pressurise the management so that it may succumb to the pressure of the workman and withdraw its transfer order. Rest of the contents of the claim statement are denied being false and fabricated and prayer is made that the claim statement may be dismissed with exemplary cost, in the interest of justice.

4. The workman filed the rejoinder, wherein the contents of the written statement except admitted facts of the claim statement, are denied that averments of claim statement are reiterated.

5. From the pleadings of the parties, following issues were framed vide order dated 24.05.2018 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Relief.

6. In evidence the workman Archana Ghuman examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A'. On 14.11.2019 the Learned Representative for the workman closed evidence on behalf of the workman.

7. On the other hand, the management examined MW1 Jita Singh - Staff Reporter, who tendered his affidavit Exhibit 'MW1A'. The management also examined MW2 Chetan Sharma - General Manager, Desh Sewak, Head Office, Chandigarh; who tendered his affidavit Exhibit 'MW2/A' and MW3 Umed Kumar - Accountant, Desh Sewak, Head Office, Chandigarh; who tendered his affidavit Exhibit 'MW3/A'. In cross-examination of MW2 Chetan Sharma, copy of MOU dated 29.07.2016 between M/s Desh Sewak and R.D.V. Media was put to the witness vide Exhibit 'W1'. On 24.02.2023 Learned Representative for management closed evidence.

8. I have heard arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are below :—

Issue No.1 :

9. Onus to prove this issue is the workman.

10. Under this issue workman Archana Ghuman examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed that the averments of claim statement into toto, which are not reproduced here for sake of brevity.

11. On the other hand, Learned Representative for the management, in order to prove the plea taken in the written statement / reply, referred the testimony of MW1 Jita Singh who vide his affidavit Exhibit 'MW1/A' deposed that he is working with Desh Sewak as Staff Reporter since 2007 and since then posted at Sub-office Moga. Smt. Archana Ghuman was transferred to Desh Sewak, Sub-office at Moga on 30.05.2017 as Sub-Editor vide letter dated 30.05.2017 of Desh Sewak, then management. The Sub-office Moga was expecting the joining of Smt. Archana Ghuman on 01.06.2017 but she never joined at the office for the reasons best know to her.

12. For corroboration Learned Representative for the management referred the testimony of MW2 Chetan Sharma, who vide his affidavit Exhibit 'MW2/A' deposed that he is working with Desh Sewak as General Manager at Head Office Chandigarh. The management on 29.07.2016 entered into MOU with M/s R.D.V. Media Pvt. Ltd. to take over the management work and handed over the entire record of all employees to them. The management also maintains its office in other Districts of Punjab and the then GM / Director Mr. Tajinder Fatehpuri (M/s R.D.V. Media) had proposed to expand the work in other Districts. Smt. Archana Ghuman was transferred to Desh Sewak, Sub-Office at Moga on 30.05.2017 as Sub-editor vide letter dated 30.05.2017. Smt. Archana Ghuman was supposed to join at sub-office Moga on 01.06.2017 but she never joined at the sub-office for the reasons best known to her. She also never informed the Head Office that she is not joining the Head Office. Smt. Archana Ghuman deliberately abandoned her duty since then. She was neither terminated nor she was given any refusal of work contrary Smt. Archana Ghuman remained absent from duty without approval till date. On several occasions Smt. Archana Ghuman was asked to join back the duties at sub-office Moga but she wilfully refused.

13. For further corroboration Learned Representative for management referred the testimony of MW3 Umed Kumar, who vide his affidavit Exhibit 'MW3/A' deposed that he is working with a Desh Sewak as Accountant at Head Office Chandigarh since 1997. The management on 29.07.2016 entered into MOU with M/s R.D.V. Media Pvt. Ltd. to take over the management work. Desh Sewak has offices in many Districts of Punjab. As M/s R.D.V. Media purposed to expand the work in other Districts, Smt. Archana Ghuman along

with 3 more employees was transferred to Desh Sewak Sub-office at Moga on 30.05.2017 as Sub-editor vide letter dated 30.05.2017. Smt. Archana Ghuman did not join at sub-office Moga and also never reported at the Head Office Chandigarh. Smt. Archana Ghuman is absent from duty since her transfer.

14. From the oral as well as documentary evidence, led by the parties it comes out that undisputedly the workman was appointed as Sub-editor by the management on 15.10.1995 and the workman remained in un-interrupted employment up to 30.05.2017. Admittedly, the last drawn salary of the workman was ₹ 12,000/- per month. There is no dispute with regard to the fact that the management entered into Memorandum of Understanding (MOU) with M/s R.D.V. Media Pvt. Ltd. on 29.07.2016, effective from 01.08.2016. In this regard MW2 Chetan Sharma in his cross-examination stated that he has brought the copy of MOU dated 29.07.2016 effect from 01.08.2016 between M/s Desh Sewak and R.D.V. Media, which is Exhibit 'W1'. MW2 specifically stated that Exhibit 'W1' was for the period of 21 years. MW2 admitted as correct that MOU was terminated on 27.10.2017. To my opinion, since MOU Exhibit 'W1' was terminated by the management Desh Sewak, thus MOU Exhibit 'W1' is of no legal consequence. Moreover, MW3 in his examination- in-chief by way of affidavit Exhibit 'MW3/A' deposed that the management on 29.07.2016 entered into MOU with M/s R.D.V. Media Pvt. Ltd. to take over the management's work. When put to cross-examination MW3 stated that he has no knowledge about MOU signed between RDV Media and the management of Desh Sewak.

15. In the present case, the workman has challenged her termination as illegal on the ground that on 31.05.2017 when the workman went to attend her normal duties she was refused work by the management without assigning any reason and notice. On the other hand, the management has taken the plea that 4 employees i.e. Sarita Kumar - Sub-editor, Archana Ghuman - Sub-editor (herein workman), Jasvir Singh - DTP Operator and Gurdeep Singh - Platemaker were transferred to its sub-office Moga vide transfer letter dated 30.05.2017. The workman was expected to join at sub-office Moga on 01.06.2017 but till date the workman did not join at sub-office Moga for the reasons best known to her and thus absented herself from duty without approval till date. Therefore, the workman has wilfully refused to join at Sub-office Moga, though the management on several occasions made requests to her to join back at sub-office Moga. Thus, neither there is any termination nor there is any violation of any of the provisions of Labour Laws.

16. As far as the transfer of the workman to sub-office Moga is concerned, the management has relied upon transfer order dated 30.05.2017 issued by the management. The workman / AW1 in her cross-examination denied the suggestion as incorrect that she along with others was transferred to Moga office by the management vide letter dated 30.05.2017. The suggestion put to a witness which is denied as incorrect is no evidence unless proved otherwise. In the present case, the management neither produced on record nor proved into evidence transfer order dated 30.05.2017. The management has also taken the plea that the workman was paid ₹1,000/- as travelling expenses to Moga on account of transfer. The workman / AW1 in her cross-examination denied the suggestion as incorrect that she was paid ₹1,000/- as travelling expenses to Moga. The management did not produce into evidence any document showing payment of ₹1,000/- to the workman towards travelling expenses. Thus, the management has failed to prove the transfer order dated 30.05.2017 and also failed to prove the payment of ₹1,000/- to the workman towards travelling expenses to Moga.

17. If for the sake of arguments, it is assumed as correct that the workman wilfully did not join at sub-office Moga despite transfer order dated 30.05.2017, in that situation also the non-joining of workman at Moga at the most would amount to misconduct for which the management is required to issue show cause notice, charge sheet and to hold domestic inquiry against the workman. But in the present case, neither any show cause notice or charge sheet is served nor any domestic inquiry is held against the alleged misconduct of the workman. In this regard, MW3 Umed Kumar in his cross-examination stated that the workman absented

for duty as she did not join after the transfer and denied for want of knowledge if thereafter any charge sheet was issued to the workman or not. To my opinion, any suggestion which is not specifically denied is deemed to be admitted. Thus, it is admission on the part of MW3 that the management did not issue any charge sheet to the workman. The explanation of MW3 Umed Kumar that since the workman did not come to join so there was no necessity to hold inquiry is not acceptable as it has no legal foundation.

18. Above all the management has failed to prove the purpose of transfer of the workman. In this regard MW1 Jita Singh in his cross-examination stated that he is Incharge of the Moga office. He has not written any letter to the management for the requirement of 4 persons at Moga office. No one has informed that 4 persons are appointed at Moga office and no one reported him over there. Only one Sub-editor was required with the management. There was no other requirement except 1 Sub-editor. MW1 in his cross-examination further stated that the Moga office is 12x12 one room where the office exists. He has only 1 laptop except that no machine is installed there. At present there is no requirement of technical person in the office. From the aforesaid version of MW1 Jita Singh it is clearly made out that neither there was any requirement nor there was any work to be performed by any of the officials, who were allegedly transferred to Moga sub-office vide transfer letter dated 30.05.2017. Furthermore, it is not the case of the management that the workman was issued any prior notice or offered any notice pay.

19. In view of the discussion made above, the act of the management whereby the workman was verbally refused work amounts to termination which is illegal. Consequently the workman is entitled to reinstatement with continuity of service and 50% back wages.

20. Accordingly, this issue is decided in favour of the workman and against the management.

Relief :

21. In view of the discussion on issue above, this industrial dispute is allowed to the effect that the workman is ordered to be reinstated with continuity of service and 50% back wages. The management is directed to comply the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 28.02.2023.

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 26th April, 2023

No. 13/1/9967-HII(2)-2023/5721.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 10/2022 dated 21.03.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ASHA THAKUR D/O SH. M.L. THAKUR, AGED 35 YEARS, R/O #1612, PHASE-II,
RAM DARBAR, CHANDIGARH, U.T. 160002 (AADHAR CARD NO. 3535 7288 6973)
(MOBILE NO. 9888488515). (Workman)

AND

GOVERNMENT MEDICAL COLLEGE AND HOSPITAL THROUGH ITS DIRECTOR/
PRINCIPAL, SECTOR 32, CHANDIGARH. (Management)

AWARD

1. Asha Thakur, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that Chandigarh Administration, Department of Personnel issued letter dated 10.02.2011 providing for the criteria for appointment to the post of Clerk / Steno Typist. Even a proforma was prescribed for applying for the post. After the publication of the criteria, The Government Medical College & Hospital, Sector 32, Chandigarh (*hereinafter referred as 'GMCH'*) issued an advertisement for appointment as Clerks on a consolidated salary of ₹11,300/- per month on contractual basis for a period of six months. The qualification for appointment as a Clerk was Bachelor's Degree and proficiency in operation of Computer (word processing and spreadsheets) and typing speed of 30 words per minute in English. The candidates were directed to appear for type test on 06.03.2011 at 10:00 A.M. in English typewriting. Thereafter, a written test was conducted on 26.05.2011 of the candidates, who had qualified the typing test. Public notice to this effect was issued on 13.05.2011. Thereafter a public notice dated 07.06.2011 was published for appearing for interview on 21.06.2011. The result of successful candidates was published in the newspaper on 30.06.2011. The workman was selected and issued the appointment order dated 28.06.2011 bearing endorsement No.GMCH/Estt./III/EA4/11/22926-35 dated 29.06.2011. The workman joined as a Clerk on 05.07.2011. The appointment of the workman was extended from time to time. The above facts leave no manner of doubt that the appointment had been made in a transparent manner and the procedure, which is required to be followed for appointment on regular basis, was followed in case of workman before appointing her. The workman had been continuing in uninterrupted service w.e.f. 05.07.2011. All of sudden her services were terminated on 09.04.2021 vide termination order No.GMCH/Estt./III/EA1/2021/14611-20 dated 09.04.2021 without issuance of any charge sheet, holding any inquiry or payment of any retrenchment compensation. The workman had rendered more than eleven years of continuous service. The workman submitted a demand notice dated 30.04.2021 under registered AD post to the Director Principal of GMCH for reinstatement in service with full back wages and continuity of service. The conciliation proceedings conducted by the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh failed. The failure report bears Memo No.254 dated 14.02.2022. The workman along with similar situated employees had filed OA No.060/00947 of 2016 titled as Shalu & Others Versus U.T. Chandigarh & Another for striking down unilateral and arbitrary clause in the appointment letter contrary to the Rules of appointment, of appointment of the workman on contract basis. However, her services were terminated during the pendency of the OA,

which has now become infructuous. The posts are still lying vacant and this fact would be evident from the fact that the workman was re-employed in the third week of April, 2021 as Data Entry Operator through outsourcing agency at a much less salary. Therefore, the action of the management in terminating the services of the workman is also an act of unfair labour practice. Prayer is made that the workman may be reinstated into service with full back wages and continuity of service by adjusting the salary paid to her through the outsourcing agency after her re-employment.

2. On notice, the management appeared through Law Officer and contested the claim statement by filing written reply on 29.07.2022 wherein preliminary objections are taken on the grounds that the appointments of the workman was purely on contract basis. As per Clause No.1 of the appointment letter i.e. TENURE:- the contract employment was for a period of six months further extendable on the basis of requirement of services and subject to the satisfactory work & conduct report of the appointee. Further as per condition No.9 of General Conditions of appointment letter, the contract appointment will not count as service and will not bestow upon the appointee any claim or right for regular appointment against any post in this institute. Since, the appointment was purely on contract basis as a stop gap arrangements for the emergency duties till the posts are filled on regular basis initially for six months, which was further extended from time to time on requirement basis, hence on filing up the said posts on regular basis by the Chandigarh Administration under Common Cadre System the existing tenure of contractual appointment was terminated by the GMCH to enable to join the new incumbents appointed on regular basis.

3. Further on merits, it is stated that the facts that Chandigarh Administration, Department of Personnel issued letter dated 10.02.2011 providing for the criteria for appointment to the post of Clerk / Steno Typist and conducted type-test on 06.03.2011, written test on 26.05.2011 of candidates, who qualified type test and thereafter held interview on 21.06.2011 and published the result of successful candidate in newspaper on 30.06.2011 and that the workman joined as Clerk on 05.07.2011 and that GMCH followed the procedure for appointment of the workman, which is required to be followed for appointment on regular basis are replied in a formal manner being matter of record. Further similar stand is taken as taken in the preliminary objections. It is stated that the existing / last term of the contract has been got approved from the Finance Department through Secretary Medical Education and Research and the said term was extended up to the period mentioned against each or till the regular incumbent joins, whichever is earlier on 'last come first go' policy. In view of the aspect of joining of regular incumbent in the Chandigarh Administration, it was not feasible for GMCH to draw two salary against one post. Hence, the tenure of the appointment of the workman was terminated as per the terms & conditions of the extension letter. GMCH vide letter dated 07.07.2021 filed the reply to the demand notice under Section 2-A of the ID Act before Assistant Labour Commissioner-cum-Conciliation Officer. As per record of their office, the workman has not got any relief / stay from Hon'ble Court in OA No.060/00947/2016 titled as Shalu and Others Versus U.T. Chandigarh & Others, which is still pending before the Hon'ble Central Administrative Tribunal (CAT), Chandigarh Bench, Chandigarh. The vacancies of Clerks against which the employees / workman were appointed on contract basis has been filled up on regular basis by the Chandigarh Administration under the Common Cadre System. It is a matter of record that said Ms. Asha Thakur has been appointed in GMCH through outsourcing against one of the un-sourced vacancy of Data Entry Operator which has no casual connection between these two posts of Clerks i.e. direct contract against which she was earlier appointed and Data Entry Operator i.e. an outsource agency she is presently working. The workman was well known of the fact that her appointment was purely on contract basis as it was clearly mentioned in the advertisement as well as in the appointment orders. The workman joined after accepting the terms & condition of the appointment letter. After the six months of initial tenure of contractual appointment, the workman worked on extension / terms basis, which were extended up to the period of extension or till the regular incumbent joins, whichever is earlier on 'last come first go' policy basis. Prayer is made that the claim statement may be dismissed with costs being devoid of merits.

4. Replication not filed. From the pleadings of the parties following issues were framed vide order dated 22.09.2022 :—

1. Whether the workman has been illegally terminated by the management ? OPW

2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits, as prayed for ? OPW
3. Whether the appointment of the workman was purely contractual in nature ? OPM
4. Relief.

5. The workman did not step into the witness box.. The workman did not adduce any oral or documentary evidence. On 21.03.2023 Learned Representative for the workman got recorded her statement in the Court, which is reproduced as below :—

"Stated that I have got instructions from the workman Asha Thakur that due to some personal & health issues, she do not want to pursue her present industrial dispute. Therefore, I withdraw the present industrial dispute. The same may kindly be disposed off accordingly."

6. Heard. In view of the above statement of Learned Representative for the workman, the present industrial dispute is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 21.03.2023

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2023

No. 13/1/9964-HII(2)-2023/5805.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 104/2018 dated 28.02.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RUPNARAYAN YADAV, AGED 34 YEARS, S/O SHRI BRAHM DEV YADAV,
R/O HOUSE NO. 1681, ADARSH, NAYA GAON, DISTRICT MOHALI, PUNJAB (Workman)

AND

1. M/S PFIZER LIMITED, THE CAPITAL, 1802, 18TH FLOOR, PLOT NO. C-70, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI - 4500051.
2. M/S PFIZER LIMITED, UNIT 601/604, HAYAT RECENCY, KAMA PLACE, BLOCK 'A', 6TH FLOOR, DHIKAJI, NEW DELHI - 110066.
3. M/S PFIZER LIMITED, 1356, 3B-2, MOHALI, PUNJAB THROUGH MR. AJAY BHARTI, AREA BUSINESS MANAGER. (Management)

AWARD

1. Rupnarayan Yadav, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman joined the service of the management w.e.f. 02.02.2011 and worked continuously without any break or interruption in the services till 30.11.2017. At the time of appointment, the workman was issued appointment letter dated

02.02.2011. The workman was under training (both classroom and in the field) for a period of 12 months from the date of joining. After completion of 12 months of training period, the services of the workman were confirmed / regularized w.e.f. 02.02.2012 vide order dated 09.04.2012. The workman was appointed as Trainee Medical Representative of the company. After training period he was working as Medical Representative introducing the products of the company to the Doctors. At the time of his termination, workman was drawing gross wages @ ₹ 33,719/- per month including all the allowances i.e. H.R.A, conveyance allowance, medical allowance, communication allowance, leave travel assistance etc. Initially the work place of the workman was fixed at U.T, Chandigarh and later on Mohali area was added. The working of the workman was under the direct monitoring and guidance of Manager of the company/employer and lastly the workman was working under the supervision of Company's Manager Shri Ajay Bharti. The workman performed his duties up to entire satisfaction of his superiors and employer. The workman was never issued any show cause notice, warning, charge-sheet or any other memo to question his work and conduct. On 03.11.2017, the son of workman namely Govind Yadav was seriously ill and he was admitted in Post Graduate Institute of Medical Education & Research (PGIMER) at Chandigarh vide CR No. 201705570389, admission number 2017072380 dated 03.10.2017. It was very difficult for the workman to leave his son unattended in the hospital, so the workman tendered his resignation dated 03.11.2017 with three months mandatory notice period. The workman withdrew his resignation on 26.11.2017 as his son was discharged on 08.11.2017 and he was recovering at home. In the mean time workman received another message on 27.11.2017 to reach Mumbai on 30.11.2017 at 10:00 A.M. for discussion. The time for travelling was very short and the workman could arrange the travel ticket neither by railway nor by air. As such the workman failed to reach Mumbai for discussion on 30.11.2017. The short time for discussion was fixed by the management with colourable exercise of power, with malafide intentions and in a highly arbitrary manner. It was an attempt of the higher management to terminate the services of the workman without following the laws of the land. The workman submitted explanation to the facts and circumstances which forced him to attend discussion at Delhi on 09.11.2017 and at Mumbai on 30.11.2017. Shri Ajay Bharti, the immediate boss of the workman and Regional Manager at New Delhi were aware about the serious illness of son of the workman but his pleas were ignored by the higher management which is presumed to be highly prejudiced and was determined to kick out of the workman from the company in an illegal and un-justified manner. The termination of his services is illegal, unjustified, against the principles of natural justice, highly arbitrary, patently malafide on the following grounds :—

- (i) The workman was unable to reach RC office at Delhi as his son was seriously ill and admitted in the PGIMER. There was nobody else to take care of his ailing son except the workman. The circumstances were unavoidable for the workman and the position/situation was regularly conveyed to the management. On the other hand, the time given for 30.11.2017 meeting at Mumbai was too short and the workman was unable to reach there.
- (ii) The termination of the workman from the services of the company vide order dated 29.11.2017 is colourable exercise of powers on the part of the management at the helm of affairs. The termination of services of workman is not termination simplicitor but termination by way of punishment against the facts and circumstances the workman was not responsible.
- (iii) No show cause notice was served upon the workman, no charge-sheet was issued, no inquiry was held and no opportunity was given to the workman to defend himself against the allegations levelled against him. The magnitude of the punishment by way of termination of his services given to the workman was too harsh and does not commensurate with the facts and circumstances of the case.
- (iv) The workman worked continuously without any interruption or break in the services for more than 6 years and 9 months. His services were appreciated time to time and at the time of his termination/retrenchment he was neither paid nor offered retrenchment compensation. Hence, the termination of services of the workman is in violation to Section 25 of the I.D. Act.
- (v) The junior to the workman were retained in the service, whereas the services of the workman were retrenched in violation of Section 25-G of the I.D. Act.

Prayer is made that the termination order dated 29.11.2017 may be set aside and the workman may be reinstated with full back wages, continuity of service along with other service benefits applicable from time to time. The statement of claim may be allowed with cost of litigation in favour of the workman.

2. On notice, on 07.02.2019 Shri Ajay Bhardwaj - Representative filed Memo of Appearance on behalf of management No.1 to 3. Thereafter, the management through its representative / proxy representative appeared till 16.01.2020. On 12.04.2019 management No.1 to 3 filed written statement jointly.

3. In the written statement wherein it is submitted that Rupnaryana Yada, claimant (*referred as 'petitioner' in the written statement*) was appointed as Professional Service Officer in the officer's cadre w.e.f. 02.02.2011 and was confirmed on this post on the terms & conditions stipulated in company's letter dated 09.04.2012. The claimant was working as Territory Executive. He has to provide and disseminate knowledge and to promote servicing and developing company's business. Meaning thereby, claimant was holding independent charge of Executive Officer in the officer's cadre of the company. The claimant would be required to supervise training PSO's and other field trainees as may be signed to him. As per terms and conditions of the employment, working performance has to be judged annually. In the event of poor performance besides other reasons, claimant was liable to be terminated by giving 3 months notice or pay in lieu thereof. While discharging the service as Executive Officer in the cadre of management, claimant was called vide communication on 03.11.2017 for discussion at Delhi Region Centre on 09.11.2017. The claimant tendered resignation on the same day, resultantly scheduled discussion was cancelled. At the time when claimant tendered his resignation, the company intended to terminate the service with immediate effect by paying compensation in lieu of notice period. However, on claimant's request the company allowed him to serve notice period so that he may availed health benefits provided by the company for his son's treatment. In good faith and on humanitarian grounds, the management of the company allowed the claimant to serve notice period so that he may avail of health benefits which are provided by the company for his son's treatment. In view of the above understanding, the company informed the claimant that his last day of service would be 30.11.2017. Accordingly, the claimant was informed through an automated electronic e-mail notified from company on 20.11.2017 informing him about completion of separation process. Thereafter, the complete shock of the company, post the separation process having been commenced, the claimant withdrawn his resignation letter vide email dated 26.11.2017 i.e. only four days before his services with the company were to end. In view of the fact that the claimant had withdrawn his resignation, the management again called him through communication dated 26.11.2017 for meeting on 30.11.2017 at Mumbai to discuss the claimant's performance at work as was originally planned to be held in Delhi on 09.11.2017. However, the claimant informed his Manager that claimant will not be able to attend discussion on 30.11.2017 at Mumbai due to un-availability train ticket. The claimant did not suggest an alternate date or location for the meeting. From the above it is apparent that the claimant willfully avoided and did not attend meeting / discussion knowing that the management will discuss about his poor performance in last two years. Hence, the claimant committed charge of in-subordinate which is the gravest act of misconduct. The claimant being an Executive Officer in the management cadre, it was not all appreciable from him to disobey the order of the management for attending discussion meeting. The discipline in company is utmost consideration for continuing in service particular for officers in management cadre. Therefore, considering gravest insubordination act of misconduct and to avoid further indiscipline, the claimant services were terminated with immediate effect by paying three months' salary though not payable due to termination by way of misconduct.

4. Further preliminary objections are raised on the ground that the claimant is not a 'workman' under Section 2(s) of the ID Act and hence, this Court has no jurisdiction to entertain and try the claim statement. The services of the complainant were terminated under forced circumstances in order to maintain discipline. Hence, no inquiry whatsoever was indeed. However, in case this Hon'ble Court may hold that inquiry etc. was needed the management may be provided an opportunity to lead evidence before this Court for proving the charge of in-subordinate.

5. Further on merits, similar plea is taken as taken in the submissions and preliminary objections referred above. It is stated that termination of services is legal and tenable. Rest of the averments of claim statement are denied as wrong and prayer is made that the claim statement may be dismissed.

6. The workman filed replication wherein the contents of the written statement except admitted facts of the claim statement are denied as wrong and averments of claim statement are reiterated.

7. From the pleading of the parties following issues were framed vide order dated 24.05.2019 :—

1. Whether Shri Rupnarayan Yadav does not fall under the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPM
2. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he entitled to, if any ? OPW
3. Relief.

8. On 04.02.2020 none appeared on behalf of the managements, thus, they were proceeded against ex-parte. Thereafter on 29.08.2022 the management No.1 to 3 through its Representative Shri Ajay Bhardwaj filed an application dated 04.07.2022 seeking to set aside ex-parte order dated 04.02.2020. The said application was allowed vide order dated 27.10.2022 and accordingly ex-parte order dated 04.02.2020 qua managements No.1 to 3 was ordered to be set aside subject to conditional cost of ₹1,000/- to be paid by managements No.1 to 3 in equal share. The management availed an opportunity on the date of passing of order dated 27.10.2022 and another opportunity on the next date on 01.12.2022 to pay the cost imposed vide order dated 27.10.2022 but the management failed to pay the same. Thereafter, none appeared on behalf of managements No.1 to 3 on various dates thus the managements No.1 to 3 remained proceeded against *ex parte*.

9. In evidence, the workman Rupnarayan Yadav examined himself as AW1 and tendered his affidavit vide Exhibit 'AW1/A' along with documents Exhibit 'W1' to 'W3'.

Exhibit 'W1' is copy of demand notice dated 29.01.2018 under Section 2-A of the ID Act.

Exhibit 'W2' is copy of failure report of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh bearing Memo No.1841 dated 14.05.2018.

Exhibit 'W3' is copy of adhaar card of workman.

10. It is pertinent to mention here that the examination in chief of AW1 was recorded on 09.10.2019 in the presence of Learned Representative for the managements and cross-examination was deferred on his request. Thereafter managements did not come present to conduct his cross-examination and preferred to be proceeded against *ex parte*.

11. Learned Representative for the workman closed *ex parte* evidence of the workman on 03.09.2021. The application moved by the workman seeking to lead additional evidence was allowed vide order dated 04.07.2022. In additional evidence, the workman tendered on record copies of documents i.e. appointment letter dated 02.02.2011 vide Exhibit 'W4', salary slip for the month of November, 2017 vide Exhibit 'W5' and closed ex-parte evidence on 29.08.2022.

12. I have heard arguments of Learned Representative for the workman and perused the judicial file. My issue-wise findings are as below :—

Issue No.1 :

13. Onus to prove this issue is on the management. The management in the written reply took the objection that the claimant does not fall under definition of 'workman' as defined under Section 2(s) of the ID Act. The management did not lead any oral or documentary evidence to prove that the workman was discharging the managerial or supervisory functions. As per the appointment letter Exhibit 'W4', the workman was appointed as trainee professional Service Officer w.e.f. 02.02.2011. The workman has taken specific plea in the claim statement as well as during his testimony vide affidavit Exhibit 'AW1/A' that after successful completion of 12 months of training period his services were confirmed / regularized w.e.f. 02.12.2012 vide order dated 09.04.2012 and since then he is working as Medical Representative introducing the products of the company to Doctors. The aforesaid plea taken by the workman / AW1 has gone un-rebutted and unchallenged as despite availing opportunity the management did not conduct the cross-examination of AW1 and preferred to be proceeded against *ex parte*. Hon'ble Supreme Court in the judgment passed in **HR Adyanthaya Versus Sandoz (India) Limited** reported in **1994 II CLR 552** held that a Medical Representative shall be a 'workman' with the meaning of Section 2(s) of the ID Act. Another judgment of our own Hon'ble High Court reported in **1996(4) SCT 628 (P&H)** titled as **Ripu Daman Bhanot Versus The Presiding Officer, Labour Court, Ludhiana**

is also applicable to the facts of present case to an extent and accordingly the workman falls within the definition of the 'workman' as defined in Section 2(s) of the ID Act.

14. Accordingly, this issue is decided against the management and in favour of the workman.

Issue No. 2 :

15. Onus to prove this issue is on the workman.

16. Under this issue the workman Rupnarayan Yadav examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. To support the oral version of the workman / AW1 Learned Representative for the workman referred documents Exhibit 'W1' to Exhibit 'W5'.

17. From the oral as well as documentary evidence led by the workman, it is duly proved on record that the workman joined services with the management w.e.f. 02.02.2011 and worked continuously without any break in service till 30.11.2017. The workman has completed 240 days in a calendar year immediately preceding his termination. The workman was terminated from service vide order dated 29.11.2017. The managements No. 1 to 3 in its written statement pleaded that the services of the claimant were terminated under forced circumstances in order to maintain discipline hence no inquiry whatsoever was needed. From the aforesaid plea taken by the managements it is duly proved on record that termination order dated 29.11.2017 was passed without holding any domestic inquiry. The submission made by the managements in the written statement that the services of the claimant was terminated with immediate effect by paying three months salary is denied as wrong by the workman in rejoinder. The fact pleaded by a party which is denied as wrong by the other party is no evidence unless proved otherwise. As already discussed above, the management No.1 to 3 has not led any oral or documentary evidence to prove its plea taken in the written statement and preferred to be proceeded against ex-parte despite knowledge of the fact that the claim of the workman is pending in this Tribunal. Although in the written statement in preliminary objection it is pleaded that if this Court held that inquiry etc. was indeed then the management may be provided with an opportunity to led evidence before this Court for proving the charge of insubordinate. In the present case, the management was given opportunity to contest the proceedings by way of setting aside ex-parte order subject to conditional cost but the management did not pay the cost despite availing repeated opportunities and did not bother to contest the claim statement or to lead an evidence in support of the written statement which raises strong presumption against the management. The evidence led by the workman has gone un-rebutted and unchallenged and there is no reason to disbelieve the same. Under the circumstances, the termination of the workman the termination of the workman is illegal, the workman being terminated or retrenched without notice, without paying compensation and without holding any domestic inquiry. Accordingly, the workman is entitled to be reinstated with continuity of service and 25% back wages.

18. Accordingly, this issue is decided in favour of the workman and against the management.

Relief :

19. In the view of foregoing finding on the issues above, this industrial dispute is *ex parte* allowed. The workman is entitled to be reinstated with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 28.02.2023

(Sd.) . . . ,
(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2023

No. 13/1/9958-HII(2)-2023/5807.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 24/2021 dated 27.02.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAM RATAN S/O SH. RAM DAUR, AGED 50 YEARS, R/O #120, BLOCK 'D',
LABOUR COLONY NO.4, INDUSTRIAL AREA, PHASE - I, CHANDIGARH. (Workman)

AND

M/S EDUCATION & VISA EXPERTS LLP, SCO NO. 127-128, SECTOR 17-C,
CHANDIGARH THROUGH ITS MANAGING DIRECTOR/OCCUPIER AND MANAGER.
(Management)

AWARD

1. Ram Ratan, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman was appointed by the management as Office Boy / Peon w.e.f. 20.08.2018. The workman continuously worked without any break or interruption up to 16.09.2021 with the management. The last drawn wages of workman were ₹ 9,000/- per month. The workman successfully performed his duties as per instructions and wish of the management. The workman was punctual and honest towards his duties. There was no single complaint from any corner towards his job. The management was entirely satisfied with his work & conduct. The workman was working direct under the control and supervision of the management through its Managing Director / Occupier and Manager. On 17.09.2021 the workman reported for duty but the management refused to allow him duty and to enter in the premises of the management. The workman made several verbal and written requests to allow him on duty but the management did not hear the same. It is totally unfair labour practice on part of the management and clear cut case of well-planned illegal termination by the management. The workman has been terminated from service without any fault of the workman. The management intentionally marked the absence of the workman despite his presence. The management has not paid wages to the workman from 01.09.2021 to 16.09.2021. The management intentionally did not issue attendance card to the workman and never obtained the signatures of the workman in attendance register. The record of the workman is with the management. The management verbally terminated the services of the workman without giving any prior notice. When the workman approached the concerned authorities of the management, they did not assign any reason of termination of services of the workman. Since termination the workman is unemployed. The management has not issued any memo, charge sheet nor conducted any inquiry in any matter before termination. The management has not offered notice pay and compensation to the workman. The job of the workman exists till date. The junior to the workman are still retained in service by the management. The management has violated Section 25-F, 25-G & 25-H of the ID Act. The workman has availed only sanctioned leaves and every time the management deducted wages of the leave days. The management never issued any leave card to the workman during his service. The workman is entitled to the wages under The Punjab Industrial Establishment National & Festival Holidays and Casual & Sick Leaves Act, 1965 with Rules and under Section 79 of the Factories Act. Prayer is made that the termination order may be declared as illegal and the workman may be reinstated with continuity of service full back wages and other consequential benefits.

2. On notice, the management contested the claim statement by filing written statement on 07.07.2021 wherein it is stated that the workman Ram Rattan was appointed as Temporary Office Boy at the place of their

Female Office Girl, who had to leave the job due to her health condition w.e.f. 20.08.2018. The last working day of the workman was 16.09.2019. His last paid wages were ₹ 9,000/- per month. The workman was paid on time every month. The workman was unable to perform his duties as per the instructions at the work place. The workman failed to perform his duties despite many verbal instructions given to him regarding his duty at the work place. Other employees at the work place also told verbally regarding his behaviour but the management supported Ram Rattan just by giving verbal warning. For example workman usually remained out of the work place during working hours for un-disclosed reasons and he was found chatting with other offices workers and Security Guards at the market corridor. On 17.09.2019 the workman visited the office premises and had a cup of tea served to him. One month ago, the workman was told to find other suitable work place for him due to his non-performance of basic office duties or pantry service but the workman was unable to find that and suddenly left the office. The management recruited their Office Girl at his place and she is working happily with them till now. No verbal and written requests were made by the workman regarding his duty at the work place. It was not a pre-planned illegal termination. They have communicated verbally on time to the workman to find a suitable work place before his termination. The workman himself left the job after getting the salary of the month of August. On the very next day the workman without even working asked for his remaining 15 days salary. The workman had following faults at the work place :—

- a) He was not punctual he always came late to the office as the office timings were 9:30 A.M. in the morning and he usually come around 9:50 A.M. or 10:00 A.M. in the morning.
- b) Many times he did not inform staff members regarding his absence.
- c) Many times he went off from the workplace without any office work without informing the staff members and came back after hours.

From June 2019 the management provided prior verbal notice to the workman and given one month time frame to him to find other suitable job. On 16.09.2019 the workman came to their office and told them that he got job from his friend's reference at some other place and left the office even without working on that day. His salary was credited on 13.09.2021 and he left the job on 17.09.2021 and asked for the remaining salary. As per the work place provision the management duly credited his remaining salary in the next month on 04.10.2021. The management do not have any negative intention to terminate the workman but the workman himself left the job after getting the salary on 13.09.2021 due to his bad behaviour at the work place specially with clerical staff members like Receptionist, Female Counselors regarding cleanliness and serving of water. All the wages had been cleared off well on time each month to every worker including Ram Rattan. The management also credited the paid leave to him during his visit to his village in the month of July from 6th of July to 30th July. The management had helped him and paid the all most credited entire salary in his account to help him out in difficult time. The workman was getting proper leaves. No wages have been deducted for the stipulated sick leaves or casual leaves at the work place. The management is maintaining the attendance register and the employees' attendance can be tracked from that register. The management never asked or allowed any worker to do over time. The office hours are strictly followed. The management duly respects all individual workers dignity irrespective of their job role. There is no sudden termination of the workman. Many chances have been to him to improve his work performance but to no effect. Prayer is made that the case may be closed as no payment is due to the workman.

3. The workman filed rejoinder wherein the content of the written statement except admitted facts of claim statement are denied as wrong and averments of claim statement are reiterated.

4. From the pleadings of the parties, following issues were framed vide order dated 13.09.2021:—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW\
2. Relief.

5. The workman Ram Rattan examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with his character certificate dated 18.09.2019 issued by authorised signatory of the management vide Exhibit 'W1'. On 31.10.2022 the workman closed his evidence.

6. On the other hand, the management examined MW1 Sandip Kumar Kalwar, who tendered his affidavit Exhibit 'MW1/A'. On 13.02.2023 Ms. Maninder Rishi - Designated Partner of the management closed the evidence on behalf of the management.

7. I have heard arguments Learned Representative for the workman and Designated Partner for the management and perused the file. My issue-wise findings are as below :—

Issue No. 1 :

8. Onus to prove this issue is on the workman.

9. Under this issue the workman Ram Rattan examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed that the averments of claim statement in toto, which are not reproduced here for the sake of brevity. To support his oral version the workman proved into evidence his character certificate vide Exhibit 'W1'.

10. On the other hand, the management examined MW1 Sandip Kumar Kalwar, who vide his affidavit Exhibit 'MW1/A' deposed all the contents of written statement.

11. From the oral as well as documentary evidence, it comes out that admittedly Ram Rattan was appointed as Office Boy-cum-Peon by the management w.e.f. 20.08.2018 and the workman continuously worked with the management up to 16.09.2019 and the last drawn wages of the workman were ₹ 9,000/- per month. The workman has alleged that on 17.09.2019, when he reported for duty he was not allowed to join the duty and to enter the premises of the management and his services were verbally terminated. The workman has alleged that during entire period of service his work & conduct was to the satisfaction of the management and there was no complaint of any kind against him. It is further alleged by the workman that his services were terminated without issuing prior notice and without serving any memo or charge sheet and without holding any domestic inquiry. On the other hand, the management has pleaded that there were various complaints against the conduct of the workman. The workman was not punctual and he always came late to the office round 9:50 A.M. or 10:00 A.M. whereas the office timings were 9:30 A.M. Many times the workman did not inform staff member regarding his absence. Many times the workman went off from the work place without any office work without informing the staff members and came back after hours. To my opinion, the plea taken by the management that there were complaints against the conduct of the workman does not stand proved as the management in the written reply specifically stated that the workman had bad behaviour at the work place especially with the clerical staff members like Receptionist, Female Counselors but the management did not examine any of the staff members who complained against the behaviour of the workman. Besides, the management did not issue any warning in writing to the workman to mend his behaviour. Furthermore Exhibit 'W1' is the character certificate dated 18.09.2019 issued by the management wherein it is certified by the management that Mr. Ram Rattan worked as Office Boy in their company from 20.08.2018 to 15.09.2019 with their entire satisfaction. During his work they found him a sincere, honest and dedicated employee. He bears a good moral character and is a hard working person. During cross-examination of AW1 Ram Rattan the management did not controvert the genuineness of character certificate Exhibit 'W1' which support the plea of the workman that during his entire service from 20.08.2018 to 15.09.2019 with the management the work & conduct of the workman was to the entire satisfaction of the management. Furthermore MW1 Sandip Kumar Kalwar in his cross-examination stated that no written complaint was received against the workman from the employees of the management.

12. During evidence the management has taken the plea that the management company is not in existence. To my opinion the aforesaid taken by the management does not stand proved as the management did not prove into evidence any document to show that the management company is not in existence. In this regard MW1 Sandip Kumar Kalwar in his cross-examination stated that he is not in possession of any document showing that the management company is not in existence.

13. From certificate Exhibit 'W1' it is further proved that the workman continuously worked with the management from 20.08.2018 to 15.09.2019 and thus completed 240 days of service in a calendar month preceding his termination. Although the management has taken the plea that the workman was given one month's prior notice to find a new job but the aforesaid plea of the management does not stand proved because no written prior notice was issued to the workman before terminating his services. The workman was neither offered notice pay nor compensation before his termination. Neither any memo or charge sheet was issued nor any domestic inquiry was held before the termination of the workman. In this regard, MW1 Sandip Kumar Kalwar in his cross-examination stated that the management had not issued any notice to the workman on 17.09.2019 or after. No charge sheet or show cause notice was ever issued to the workman by the management for the alleged charges as mentioned in his affidavit Exhibit 'MW1/A'. MW1 in his cross-examination further stated that no inquiry was conducted by the management. From the aforesaid version of MW1 it is duly proved on record that the termination of the workman from his services is in violation to the provisions of the ID Act. The workman has also taken the plea that his post / job still in existence with the management and the management after his illegal termination appointed another workman at his place which is in sheer violation to the provisions of the ID Act. The aforesaid plea taken by the workman stands proved from the cross-examination of MW1 wherein he has stated that after 17.09.2019 Ms. Shallu was called for re-appointment and she worked with the management at the place of the workman Ram Rattan till March 2020. MW1 in his cross-examination further stated that he cannot comment if the management is not ready to reinstate the workman till today.

14. In view of the discussion made above, it is duly prove don record that the verbal termination of the workman is illegal and is in violation to Section 25-F to 25-H of the ID Act. Keeping in view the strained relations between the workman and the management I do not find it appropriate to reinstate the workman. However, the workman is held entitled to lump sum compensation ₹ 27,000/-.

15. Accordingly, this issue is partly decided in favour of the workman and against the management.

Relief :

16. In view of the discussion on issue above, this industrial dispute is partly allowed to the effect that the workman is held entitled to lump sum compensation in the sum of ₹ 27,000/- to be paid by the management within three months from the date of publication of award failing which the award amount shall carry interest @ 9% per annum from the due date till actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 27.02.2023

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 28th April, 2023

No. 13/1/9974-HII(2)-2023/5809.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 36/2019 dated 05.04.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

HARDEEP SINGH S/O SH. SUKHWINDER SINGH R/O H.NO. 1641, ROZAN PATTI,
NEAR MASZID, CHHAJLI, SANGRUR (PUNJAB) - 148030. (Workman)

AND

M/S GROZ BECKERT ASIA PVT. LTD., PLOT NO. 133-135, INDUSTRIAL AREA,
PHASE-I, CHANDIGARH. (Management)

AWARD

1. Hardeep Singh, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman-claimant has been in service of management / opposite party since 10.04.2012 and was performing duties as Junior Engineer. The workman-claimant was in receipt of wages of ₹35,906/- (CTC) at the time of illegal termination. The work and performance of the workman-claimant during tenure of his service has been satisfactory and to the entire satisfaction of his superiors / seniors. The workman-claimant performed his duties with dedications and there is no complaint about his work from his superiors / management. The post of workman-claimant is permanent / regular. The management is known for being closed minded towards the employees as the services of the workman-claimant have been illegally terminated by the management without any notice, charge sheet, compensation and / or inquiry etc. To the utter surprise of the workman-claimant, he was denied resumption of duties on 03.01.2019 with malafide intentions and the workman-claimant was not allowed to enter the premises till date, in spite of his reporting for his duties daily. The workman-claimant has worked more than 240 days continuously with the management. The management sent termination letter dated 03.01.2019 without issuing any charge sheet and holding any domestic inquiry. The management sent full & final settlement along with cheque dated 17.01.2019 for an amount of ₹ 68,332/-towards earned wages, one month notice, bonus, leave encashment; which have been received under protest by the workman-claimant, reserving his right to serve the demand notice for illegal termination by the management. The deliberate refusal of the management and illegal termination by the management is violative of provisions of Section 25-F, 25-G and 25-H of the ID Act. The workman-claimant has been forced to remain un-employed and is continuing to be out of employment due to high-headedness of the management. The act of the management in terminating the services of the workman-claimant is prima facie illegal, arbitrary, unjustified and unconstitutional as such, it amounts to illegal termination and unfair labour practice under the ID Act. The termination order is liable to be set aside. Prayer is made that the management may be directed to reinstate the workman-claimant with continuity of service, full back wages and all consequential benefits including seniority.

2. On notice, the management contested the claim statement by filing written statement on 17.01.2020 wherein preliminary objections are raised on the grounds that Shri Hardeep Singh was not holding the position of a 'workman' as defined under Section 2(s) of the ID Act. The job description of Shri Hardeep Singh also was not of a 'workman'. Even before he joined the employment with the management he was not working as a 'workman'. Shri Hardeep Singh was working as Junior Engineer and was drawing salary of ₹ 36,909.00 per month. He is a diploma holder in Mechanical Engineering from Thapar Polytechnic College, Patiala with more than about 10 years experience. In the light of this background, Shri Hardeep Singh was not a 'workman' as defined under Section 2(s) of the ID Act. Therefore, the present reference as well as statement of claim is liable to be dismissed. Since the claimant is not a 'workman' as defined under Section 2(s) of the ID Act, hence

this Court has got no jurisdiction to deal, entertain and adjudicate the present reference. Therefore, the present reference and statement of claim is liable to be dismissed on this ground as well. Even otherwise, the claimant is not legally competent to avail the remedies under the ID Act as his employment was to be governed in accordance with the conditions of his contract of employment / appointment letter. The services of the claimant have been dispensed with as per the terms & conditions of his contract of employment and as such the statement of claim of the claimant is frivolous and without any substance or merit and the same, therefore, deserves to be dismissed on this ground too. The services of the claimant were to be governed in accordance with his contract of employment i.e. appointment letter dated 10.04.2012 duly accepted by the claimant. The claimant was appointed vide letter dated 10.04.2012 as Junior Engineer - I. Later on he was promoted to the post of Junior Engineer - II vide letter dated 21.06.2017. In this letter, it was specifically mentioned that all other terms & conditions of his employment shall remain unchanged. His appointment letter dated 10.04.2012 contains a specific clause with regard to termination under Clause - III. This clause gave the right and liberty to both the parties to terminate the services subject to the condition that either party could do so by giving one month's notice or notice pay in lieu of notice. The services of the claimant were terminated as per the terms of contract of his employment. The claimant cannot agitate his grievances under the ID Act.

3. Further in parawise reply it is admitted that the claimant had joined the services of the management on 10.04.2012 and the claimant was performing duties of a Junior Engineer. The last drawn salary by the claimant was ₹ 36,909/- per month and not ₹ 35,906/- per month. It is denied as wrong that during tenure of his service, the claimant worked and his performance has been satisfactory to the entire satisfaction of his superiors / seniors. It is denied as wrong that post of claimant is of permanent / regular nature. The services of the claimant have been dispensed with in accordance with Clause - III of the appointment letter dated 10.04.2012. The factual position is this that the services of the claimant were dispensed with vide termination order dated 03.01.2019. He received the termination order and gave his acknowledgment on letter of termination on 03.01.2019 itself. So, the various allegations as made by the claimant viz. malafide intention not allowing the claimant in the factory premises etc. are wrong and denied. The claimant being not a 'workman' cannot avail the benefits of Section 25-G and 25-H of the ID Act. The contention of the workman that he had worked more than 240 days has no legal force. Consequently, the claimant is not entitled to any benefit on this account. It is admitted as correct that full & final dues including salary of a month in lieu of one month notice amounting to ₹ 68,332/- was sent to the claimant and claimant received the same. It is denied as wrong that the claimant received the same under protest. Since the claimant was not a 'workman', hence his services were terminated as per the contract of employment i.e. appointment letter. Therefore, no show cause notice, charge sheet was required to be issued. No inquiry was necessary. Rest of the averments of claim statement are denied as wrong and prayer is made that claimant is not entitled to any relief whatsoever much less the relief of reinstatement with continuity of service, full back wages and consequential benefits including seniority.

4. The workman-claimant filed replication wherein the contents of the written statement except admitted facts of the claim statement are denied as wrong and averments of claim statement are reiterated.

5. From the pleadings of the parties, following issues were framed vide order dated 11.02.2020 :—

1. Whether the services of Shri Hardeep Singh were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether Shri Hardeep Singh is not a 'workman' as defined under Section 2(s) of the ID Act ? OPM
3. Relief.

6. In evidence, the workman Hardeep Singh examined himself as AW1 and tendered in his examination-in-chief affidavit dated 17.03.2021 vide Exhibit 'AW1/A'. Cross-examination of AW1 was deferred. Thereafter, as per zimni order dated 25.10.2021, the workman Hardeep Singh in his examination-in-chief tendered his fresh affidavit dated 25.10.2021 vide Exhibit 'AW1/A' along with documents Exhibit 'W1' to Exhibit 'W6' and his cross-examination was conducted on 02.11.2022.

Exhibit 'W1' is appointment letter dated 10.04.2012 issued by management to the workman.

Exhibit 'W2' is details of salary of the workman for the month of August 2018.

Exhibit 'W3' is letter dated 21.06.2017 whereby Hardeep Singh was promoted from Junior Engineer - I to Junior Engineer - II and his monthly gross salary was enhanced from ₹ 30,818/- to ₹ 34,906/- w.e.f. 01.07.2017. The promotion letter is accompanied with Annexure '1' which incorporates the details of revised compensation w.e.f. 01.07.2017.

Exhibit 'W4' is letter dated 19.06.2018 whereby the monthly gross salary of the workman was revised from ₹34,906/- to ₹36,909/- w.e.f. 01.07.2018. This letter is accompanied with Annexure '1' which incorporates the details of revised compensation w.e.f. 01.07.2018.

Exhibit 'W5' is the letter dated 01.04.2017 whereby management accepted request of Mr. Jasvir Singh, Employee ID No.430238, Junior Engineer - I, KN Production, for early separation from the services of GBA.

Exhibit 'W6' is termination order dated 03.01.2019 whereby Hardeep Singh was relieved from the services of the company w.e.f. 03.01.2019.

On 07.02.2023 Learned Representative for the workman closed the evidence.

7. On the other hand, management did not adduce any oral evidence except documents Exhibit 'M1' to Exhibit 'M4' put to AW1 in his cross-examination.

Exhibit 'M1' is copy of curriculum-vitae of Hardeep Singh.

Exhibit 'M2' is copy of personal data form (for staff) filled in by Hardeep Singh - JE.

Exhibit 'M3' is copy of job description of Hardeep Singh.

Exhibit 'M4' is copy of termination order of Hardeep Singh (the document relied upon by the workman vide Exhibit 'W6')

On 27.03.2023 Learned Representative for the management closed the evidence.

8. I have heard arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below:-

Issue No.1 :

9. Onus to prove this issue is on the workman.

10. Under this issue workman-claimant Hardeep Singh examined himself as AW1 and vide his affidavit dated 25.10.2021 / Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W6'.

11. On the other hand, the management has relied upon the documents Exhibit 'M1' to 'M4'.

12. From the evidence led by the parties, it comes out that admittedly the workman-claimant Hardeep Singh was appointed by the management of GBA as Junior Engineer - I (Production) and was promoted as Junior Engineer - II w.e.f. 01.07.2017. In this regard, AW1 in his cross-examination admitted as correct that he has joined the respondent-management as Junior Engineer - I (Production) vide Exhibit 'W1'. AW1 further stated that he was promoted to the position of Junior Engineer - II vide Exhibit 'W3' w.e.f. 01.07.2017.

13. It is argued that by Learned Representative for the workman-claimant that termination of the workman-claimant vide termination order Exhibit 'W6' / 'M4' is illegal as the workman-claimant worked with the management of GBA for a continuous period of about 6 years and 8 months i.e. w.e.f. 10.04.2012 to 03.01.2019 but the workman-claimant was terminated from service without issuing any show cause notice and without holding any domestic inquiry. The full & final payment made the management was received by the workman-claimant under protest. On the other hand, Learned Representative for the management argued that the service conditions of the workman-claimant are governed by the terms & conditions of his appointment letter dated 10.04.2012 / Exhibit 'W1', which were duly accepted by the workman-claimant. The workman-claimant was promoted to Junior Engineer - II vide Exhibit 'W3' and his salary was increased. Thereafter, the salary of the workman-claimant was again increased to ₹ 36,909/- per month vide Exhibit 'W4'. In both the documents Exhibit 'W3' and Exhibit 'W4', it was clearly mentioned that all other terms & conditions of his employment shall remained unchanged. So, the service conditions of the workman-claimant were to be governed

as per his appointment letter / contract of employment Exhibit 'W1'. The provision of termination has been incorporated in Clause - III of Exhibit 'W1', which is reproduced as below :—

"TERMINATION :

In the event of your performance not being of desired standard during the probation, your services can be terminated without assigning any reason or giving any notice. Even after the confirmation, your services can be terminated by either side, without assigning any reason, or by giving one month notice or notice pay in lieu thereof."

AW1 Hardeep Singh in his cross-examination admitted as correct that he has joined the respondent-management as Junior Engineer - I (Production) vide Exhibit 'W1'. AW1 admitted as correct that the appointment letter contains condition No.3 relating to termination by either side without assigning any reason by giving one month's notice or notice pay in lieu thereof.

14. As per Clause - III of appointment letter Exhibit 'W1', the management as well as the workman-claimant was at liberty to terminate the service without assigning any reason but by giving one month notice or notice pay in lieu thereof. In the present case, from documents Exhibit 'W6' / Exhibit 'M4' it is made out that the services of the workman-claimant were terminated on 03.01.2019 w.e.f. 03.01.2019. The workman-claimant has not disputed the receipt of ₹ 68,332/- towards earned wages, one month notice pay, bonus, leave encashment. In para 8 of Exhibit 'AW1/A' the workman-claimant has deposed that the respondent-management / opposite party sent full & final statement along with cheque dated 17.01.2019 for an amount of ₹68,332/- towards earned wages, one month notice, bonus, leave encashment; which has been received under protest by the workman-claimant reserving his right to serve the demand notice for illegal termination by the respondent-management / opposite party. AW1 in his cross-examination stated that he has admitted in his affidavit Exhibit 'AW1/A' that he has received an amount of ₹ 68,332/-, towards earned wages, one month notice pay, bonus, leave encashment. Volunteered, he received the same under protest. From the aforesaid version AW1 it is made out that the workman-claimant has received an amount of ₹ 68,332/-, which includes notice pay. As far as the plea taken by the workman-claimant that he received the aforesaid amount under protest is concerned, there is no document on record showing that the workman-claimant received the said amount under protest or after receiving the said amount moved any protest application or any representation to this effect to the management of GBA. In this regard, AW1 in his cross-examination stated that he did not make any written representation to the management regarding receipt of aforesaid payment under protest.

15. Though it is proved that the services of the workman are terminated as per Clause - III of appointment letter Exhibit 'W1' but it is to be seen whether Clause - III of the appointment letter is legal and valid. Undisputedly, the workman joined services on 10.04.2012 and terminated from service w.e.f. 03.01.2019. Thus, the workman has completed more than 240 days of continuous service in 12 calendar months preceding the date of termination. Once the workman has completed 240 days continuous service during the period of 12 calendar months preceding the date of termination, the provision of Section 25-F of the ID Act stands attracted. It would be apposite to reproduce Section 25-F of the ID Act :—

"25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer until-

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

By virtue of Section 25-F(a) one month notice must indicate the reasons for retrenchment. In the present case, in the order of termination Exhibit 'W6' / 'M4' the offer has been made for one month's pay in lieu of one month's notice but reason for termination is not mentioned. The workman was terminated without any charge sheet or any inquiry. Thus, Clause - III of appointment letter Exhibit 'W1' is contrary to the provision of Section 25-F of the ID Act. Clause - III seems to have been mentioned by the management in the appointment letter / Exhibit 'W1' to avoid the liability arising under Section 25-F of the ID Act. Provision of Section 25-F of the ID Act shall prevail over Clause - III of Exhibit 'W1'. As per the judgment of Hon'ble Supreme Court of India referred by Learned Representative for the workman reported in **1988(4) SLR 388** titled as **Narotam Chopra Versus Presiding Officer, Labour Courts & Another**, if the services of an employee are terminated in violation of Section 25-F of the ID Act, 1947, the order of termination is rendered ab-initio void and the employee would be entitled to reinstatement with continuity of service along with full back wages and other allowances. In the judgment of Hon'ble High Court of Punjab & Haryana referred by Learned Representative for the workman reported in **2008(6) SLR 360 (DB)** titled as **M/s New Midh Bhabra Transport Company (P) Ltd. Versus Presiding Officer, Labour Court, Gurdaspur & Another**, in para 4 it is held as below :—

"4. After hearing counsel for the parties, we are of the opinion that the services of respondent No.2-workman on 2.9.1998 were terminated without any charge sheet or any inquiry. In view of the said fact, the Award of the Labour Court dated 6.6.2006 does not suffer from any patent illegality and material irregularity when the Labour Court ordered reinstatement of respondent No.2-workman with continuity of service and also to grant 50% of the back wages."

The aforesaid judgments are applicable to the facts of the present case to an extent. Consequently, termination of service in violation of Section 25-F of the ID Act amounts to unfair labour practice.

16. In the cross-examination of AW1, the management has made an attempt to prove the annual income of the workman after his termination. In this regard, AW1 in his cross-examination has stated that his average annual income for the financial year 2019-20, 2020-21, 2021-22 was between ₹ 1,50,000/- to ₹ 2,00,000/-. AW1 in his cross-examination further stated that this income includes earning from agriculture and dairy farming. He can produce his income tax return for the said period. AW1 further stated that after termination from this job, he did not join any other job except doing agriculture and dairy farming work. He made efforts to find the job but did not find any job. He applied online for the job. To my opinion, the cross-examination of AW1 pertaining to his income after termination is not admissible into evidence being beyond pleadings. If the employer wants to deny back wages to the employee or contest his entitlement to get consequential benefits, then it is for the employer to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. In the written statement management has not pleaded that the workman is gainfully employed after his termination. The evidence which is beyond pleadings is inadmissible.

17. In view of reasons, recorded above, termination order Exhibit 'W6' / 'M4' is illegal and the same is hereby set aside. The workman is entitled to reinstatement with continuity of service along with 50% of back wages. However, the amount of ₹68,332/- shall be liable to be adjusted towards the arrears of back wages.

18. Accordingly, this issue is decided in favour the workman and against the management.

Issue No. 2 :

19. Onus to prove this issue is on the management.

20. Learned Representative for the management contended that before joining with the management of GBA, the claimant was working with M/s Cooper Gaskets, Industrial Area, Panchkula as a Production Supervisor and then as a Diploma Engineer with M/s Mahindra & Mahindra Limited, Mohali. The claimant has admitted his signatures on curriculum-vitae / Exhibit 'M1' and personal data form / Exhibit 'M2'. The claimant has also admitted that the information supplied by him in these documents is correct. Learned Representative for the management referred Exhibit 'M2', at its page 4, which depicts the hierarchy wherein the position of the claimant is shown as JE and the Helpers and workers ITI were under him. It is further

argued by Learned Representative for the management that the claimant has also admitted that he is diploma holder in Mechanical Engineering from Thapar Polytechnic College, Patiala and has proximately 14 years service experience. By making reference to documents Exhibit 'M1' and Exhibit 'M2', much stress is laid upon the fact by Learned Representative for the management that even prior to joining service with the management of GBA, the claimant was discharging managerial functions. To my opinion, as far as the position of the workman-claimant shown in the hierarchy, at page 4 of the Exhibit 'M2', is concerned, the same has no effect on the present case because in the present case the nature of duty and functions discharged by the workman-claimant in the organisation of GBA is to be seen. The previous service, previous service experience and the rank in the previous service are immaterial to ascertain the nature of job performed by the workman-claimant with the organisation of GBA.

21. As far as the job assignment of the workman-claimant in relation to GBA is concerned, undisputedly workman-claimant was appointed as Junior Engineer - I by the management vide appointment letter dated 10.04.2012 / Exhibit 'W1'. Later on claimant was promoted to the post of Junior Engineer - II on 21.06.2017 vide promotion letter Exhibit 'W3'. At the time of promotion his salary was revised from ₹30,818/- to ₹34,906/- w.e.f. 01.07.2017. The salary of the claimant was again revised from ₹34,906/- to ₹36,909/- w.e.f. 01.07.2018 vide Exhibit 'W4'. The management has relied upon the new job description Exhibit 'M3'. When put to cross-examination AW1 admitted as correct that from 01.07.2017 he was issued with a new job description which is duly received and signed by him and the copy of the same is Exhibit 'M3'. Learned Representative for the management argued that as per the new job description Exhibit 'M3', the workman-claimant was not performing the functions and duties of a 'workman'. The aforesaid plea taken by the management is denied by the workman-claimant. In this regard, AW1 in his cross-examination denied the suggestion as wrong that as per the position held by him and the job description w.e.f. 01.07.2017 he was not performing the functions and duties of a 'workman'. Learned Representative for the management referred some of the responsibilities mentioned in new job description Exhibit 'M3' i.e.

1. Specific Responsibilities

(a) Department Related

1. Responsible for achievement of management objectives w.r.t. adherence to maintenance schedules, MTTR, and maintenance cost.
2. Responsible for providing technical support and Checking frequently the Quality of Machines Repaired.
3. To Increase the utilization of Machines and Manpower within his department.
4. Ensuring implementation and sustainability of Management instructions.
5. Report preparation and analysis of Repair and breakdowns of Machines.
6. Loading, uploading and shifting of Machines and plants.
7. Purchase Requisition for all required Spare parts, labour, Tools & Other items.
8. Costing Reports preparation.

(b) Training & Development and Appraisal Related.

1. Support the incharge for identifying the training needs of the workers.
2. Ensuring the actual training of trainees and probationers as per training plan and providing the feedback to in charge for filing up appraisals.

(c) Coordination.

1. Coordination with MCDM, PCDM and Incharges of the Other Departments.
2. Follow up with Purchase and Store for Urgent requirements and regular spares.
3. Coordination, Communication with Department and Shift Incharges for day to day problems.
4. Coordination for PM and Inspection Activities of Machines.

2. General Responsibilities

(a) Administration (Man Management)

1. Assist the Incharge for grievance handling of the departmental Workmen.
2. Shift Planning or Leave Planning of the Workmen

(b) Discipline

1. Control movement of the workmen going out of the department.
2. Ensure authorized uniform and Protective clothing (PPE) are worn by all working.
3. Execution of all instructions given from time to time.
4. Check for unnecessary overcrowding of workers on shop floor.

(c) Environment, Health & Safety System (ARGUS)

1. Ensuring working in the department as per ARGUS and Safety guidelines.
2. Supervision and Control of safety Parameters in the department.
3. Wearing of Safety Goggles, Safety Shoes and compliance of safety precaution etc.
4. Suggestions for further improvements.

(d) House Keeping

1. Keep Shop floor neat, clean and orderly.

Upkeep maintenance and proper storage of Oils, all Measuring instruments and Tools.
Waste disposal as per guidelines.

Implementation and sustaining 5-S in the Department.

By making reference to the above mentioned job responsibilities, Learned Representative for the management argued that principal nature of duties, functions and responsibility of the claimant were supervisory in nature and as such the claimant was not working as a 'workman' within the meaning of Section 2(s) of the ID Act. Therefore, the claimant has no right to seek remedy under the ID Act. To my opinion, the careful perusal of job description Exhibit 'M3' does not reveal that there were some persons, who were working under the workman-claimant, whose work was required to be supervised by the workman-claimant. Hon'ble Supreme Court of India in a judgment referred by Learned Representative for the workman, reported in **2006(4) SCT 1** titled as **Anand Regional Co-op. Seedgrowers Union Ltd. Versus Shaileshkumar Harshadbhai Shah** in para 11 to 13 held as below :—

"11. For determining the questions as to whether a person employed in an industry is a workman or not; not only the nature of work performed by him but also terms of the appointment in the job performed are relevant considerations.

12. Supervision contemplates direction and control. While determining the nature of the work performed by the employee, the essence of the matter should call for consideration. An undue importance need not be given for the designation of an employee, or the name assigned to, the class to which he belongs. What is needed to be asked is as to what are the primary duties he performs. For the said purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being incharge of the section alone and that too it being a small one and relating to quality control would not answer the test.

*13. The precise question came up for consideration in **Ananda Bazar Patrika (P) Ltd. v. Workmen [(1970)3 SCC 248]** wherein it was held :*

"The question, whether a person is employed in a supervisory capacity or on clerical work, in our opinion, depends upon whether the main and principal duties carried out by him are those of a supervisory character, or of a nature carried out by a clerk. If a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity; and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity....."

A person indisputably carries on supervisory work if he has power of control or supervision in regard to recruitment, promotion, etc. The work involves exercise of tact and independence.

Judging by the said standard, we are of the opinion that the First Respondent did not come within the purview of the exclusionary clause of the definition of workman. Ananda Bazar Patrika (supra) was followed by the court in large number of cases."

In view of the aforesaid judgment the management has failed to prove that the workman-claimant had any authority to initiate departmental proceedings against the subordinates or he had power of control or supervision in regard to recruitment, promotion etc. The management even failed to prove that the workman-claimant had authority to sanction leave to any employee. Job description Exhibit 'M3' incorporates the general responsibility of shift planning or leave planning of the workmen and not leave sanctioning. The law laid down in the judgments referred by Learned Representative for the management i.e. ***Birla Corporation Limited Versus Rajeshwar Mahato*** reported in **2002(1) SCT 958 (SC)** and ***Ashok Khanna Versus TTK Pharma Limited & Others*** reported in **2009(4) SCT 544 (P&H)** is well recognised by this Court but the ratio of the rulings is not applicable to the facts of the present case. Accordingly, the workman-claimant falls in the definition of 'workman' as defined in Section 2(s) of the ID Act.

22. Accordingly, this issue is decided against the management and in favour of the workman.

Relief :

23. In the view of foregoing finding on the issues above, this industrial dispute is allowed. The workman is entitled to reinstatement with continuity of service along with 50% of back wages. However, the amount of ₹ 68,332/- shall be liable to be adjusted towards the arrears of back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 05.04.2023

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2023

No. 13/1/9961-HII(2)-2023/5811.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 93/2017 dated 28.02.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

GURDEEP SINGH S/O SHRI BHAJAN SINGH, H.NO. 2117, PIPLIWALA TOWN,
MANI MAJRA, CHANDIGARH. (Workman)

AND

M/S DESH SEWAK ASSOCIATION, SECTOR 29-D, CHANDIGARH THROUGH ITS
DIRECTOR. (Management)

AWARD

1. Gurdeep Singh, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that on 01.05.2002 the workman was appointed by the management as Plate Maker. The workman remained in the uninterrupted employment up to 30.05.2017 when his services were illegally and wrongfully terminated by refusing of work. At the time of termination, the workman was drawing ₹ 11,500/- per month as consolidated wages. On 31.05.2017 as usual the workman went to attend his normal duty but he was refused work by the management without assigning any reason and notice. For the last about two years the management is paying wages late to its employees. The employees had made a number of complaints against the management. The wages of April, 2017 were paid on 23.05.2017. The workers including the workman made a complaint to the Assistant Labour Inspector, who deputed Labour Inspector to verify the genuineness of the complaint. After the visit of the Labour Inspector the management started harassing all the employees on one pretext or the other. The management threatened the workers that their services will be terminated or they will be transferred to other states. On threat, four employees including the workman made a complaint on 31.05.2017 to the Assistant Labour Commissioner, U.T. Chandigarh. The Assistant Labour Commissioner deputed Mr. Ramesh Dhiman, Labour Inspector Grade - I, U.T. Chandigarh to look into the complaint. The Labour Inspector verbally informed the workman that the management had informed him that the workman was refused work as he is likely to be transferred to Punjab on 01.06.2017. Refusal of work amounts to termination, which is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management has violated Section 33-A of the ID Act, as a demand notice was pending before the Conciliation Officer and the management has not obtained any express permission in writing from the Conciliation Officer, U.T. Chandigarh, termination. The violation of the same makes the termination void. For his reinstatement, the workman served upon the management a demand notice dated 01.06.2017. The management neither replied nor took the workman on duty. The Conciliation Officer, U.T. Chandigarh was requested for intervention and during the course of conciliation proceedings the management refused to take the workman back on duty. The termination is illegal, wrongful, motivated and against the principles of natural justice and unfair labour practice. The workman remained un-employed during this period.

Prayer is made that the workman may be reinstated with full back wages, with continuity of service and all attendant benefits.

2. On notice, the management contested the claim application by filing written statement / reply on 02.05.2018 wherein the preliminary objections are taken on the ground that the claim application is not maintainable under the process of law. The workman has concealed the material facts and has not approached the Court with clean hands. The management is engaged in the business of newspaper printing in the name & style M/s Desh Sewak Daily in the State of Punjab. The management also maintains its offices in other areas of Punjab. There was a requirement in sub-office of the management situated at Moga, Punjab. Thus, the management vide its letter dated 30.05.2017 has transferred 4 employees i.e. Sarita Kumari and Archana Ghuman, Sub-Editors, Jasvir Singh - DTP Operator and Gurdeep Singh - Plate Maker to its Sub-office Moga and further asked the said employees to report on duty at Moga on 01.06.2017 for which they were paid ₹ 1,000/- each for travelling to Moga. However, the said 4 employees did not report for duty at Moga and preferred to remain absent from their services. The management has written number of letters to them including the workman on their available address, however, they including the workman did not respond to even a single letter. In the past, the management on 29.07.2016 entered into a memorandum of understanding (MOU) with M/s R.D.V. Media to be effective from 01.08.2016 and has handed over the entire record of all the employees including the service record / personal file of the workman to its above named joint venture partner, however M/s R.D.V. Media did not adhere to the terms of MOU and did not perform to the satisfaction of the management and also did not pay the salary to the workmen etc. Under these circumstances, MOU was terminated on 27.10.2017 for which civil litigation is pending in Civil Court at Chandigarh. M/s R.D.V. Media has not returned the record of the management which also includes the service record / personal file of the workman. Besides, the workman is not entitled to any relief from this Court inasmuch as workman is gainfully employed. As per settled law, an employee who is already employed gainfully cannot seek benefits from its previous employer and as such the present application is liable to be dismissed.

3. Further on merits, it is admitted to the extent that the workman was working as Plate Maker, when he was ordered to be transferred and he was being paid ₹ 11,500/- up to the date of his transfer. However, the workman be put strict proof to prove his date of joining inasmuch as the management does not have the service record / personal file of the workman for the reasons already submitted in the preliminary objections. Further similar stand is taken as taken in the preliminary objections. It is specifically stated that the management never gave any threats to its employees. The management believes in the idea that if its employees will remain happy only then the management could achieve success. The management has not violated any of the provisions of the ID Act, as alleged. The services of the workman were never terminated therefore question of retrenchment compensation does not arise at all. No legal notice dated 01.06.2017 was received by the management. Had the management received the said legal notice then the management would have submitted its reply. Even in the conciliation proceedings the management requested the workman to resume his duties and honour the order dated 30.05.2017 vide which the workman was transferred to Moga. Had the services of the workman not been transferred to Moga, then there would have no dispute in between the workman and the management. The workman in order to avoid his transfer to Moga, has initiated a totally false litigation against the management with the sole intention to pressurise the management so that it may succumb to the pressure of the workman and withdraw its transfer order. Rest of the contents of the claim statement are denied being false and fabricated and prayer is made that the claim statement may be dismissed with exemplary cost, in the interest of justice.

4. The workman filed the rejoinder, wherein the contents of the written statement except admitted facts of the claim statement, are denied that averments of claim statement are reiterated.

5. From the pleadings of the parties, following issues were framed vide order dated 24.05.2018:—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

6. In evidence the workman Gurdeep Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 14.11.2019 the Learned Representative for the workman closed evidence on behalf of the workman.

7. On the other hand, the management examined MW1 Jita Singh - Staff Reporter, who tendered his affidavit Exhibit 'MW1A'. The management also examined MW2 Chetan Sharma - General Manager, Desh Sewak, Head Office, Chandigarh; who tendered his affidavit Exhibit 'MW2/A' and MW3 Umed Kumar - Accountant, Desh Sewak, Head Office, Chandigarh; who tendered his affidavit Exhibit 'MW3/A'. In cross-examination of MW2 Chetan Sharma, copy of MOU dated 29.07.2016 between M/s Desh Sewak and R.D.V. Media was put to the witness vide Exhibit 'W1'. On 24.02.2023 Learned Representative for management closed evidence.

8. I have heard arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are below :—

ISSUE No. 1 :

9. Onus to prove this issue is the workman.

10. Under this issue workman Gurdeep Singh examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed that the averments of claim statement into toto, which are not reproduced here for sake of brevity.

11. On the other hand, Learned Representative for the management, in order to prove the plea taken in the written statement / reply, referred the testimony of MW1 Jita Singh who vide his affidavit Exhibit 'MW1/A' deposed that he is working with Desh Sewak as Staff Reporter since 2007 and since then posted at Sub-office Moga. Shri Gurdeep Singh was transferred to Desh Sewak, Sub-office at Moga on 30.05.2017 vide letter dated 30.05.2017 of Desh Sewak, then management. The Sub-office Moga was expecting the joining of Shri Gurdeep Singh on 01.06.2017 but he never joined at the office for the reasons best know to him.

12. For corroboration Learned Representative for the management referred the testimony of MW2 Chetan Sharma, who vide his affidavit Exhibit 'MW2/A' deposed that he is working with Desh Sewak as General Manager at Head Office Chandigarh. The management on 29.07.2016 entered into MOU with M/s R.D.V. Media Pvt. Ltd. to take over the management work and handed over the entire record of all employees to them. The management also maintains its office in other Districts of Punjab and the then GM / Director Mr. Tajinder Fatehpuri (M/s R.D.V. Media) had proposed to expand the work in other Districts. Shri Gurdeep Singh was transferred to Desh Sewak, Sub-Office at Moga on 30.05.2017 as Plate Maker vide letter dated 30.05.2017. Shri Gurdeep Singh was supposed to join at sub-office Moga on 01.06.2017 but he never joined at the sub-office for the reasons best known to him. He also never informed the Head Office that he is not joining the Head Office. Shri Gurdeep Singh deliberately abandoned his duty since then. He was neither terminated nor he was given any refusal of work contrary Shri Gurdeep Singh remained absent from duty without approval till date. On several occasions Shri Gurdeep Singh was asked to join back the duties at sub-office Moga but he wilfully refused.

13. For further corroboration Learned Representative for management referred the testimony of MW3 Umed Kumar, who vide his affidavit Exhibit 'MW3/A' deposed that he is working with a Desh Sewak as Accountant at Head Office Chandigarh since 1997. The management on 29.07.2016 entered into MOU with

M/s R.D.V. Media Pvt. Ltd. to take over the management work. Desh Sewak has offices in many Districts of Punjab. As M/s R.D.V. Media purposed to expand the work in other Districts, Shri Gurdeep Singh along with 3 more employees was transferred to Desh Sewak Sub-office at Moga on 30.05.2017 as Plate Maker vide letter dated 30.05.2017. Shri Gurdeep Singh did not join at sub-office Moga and also never reported at the Head Office Chandigarh. Shri Gurdeep Singh is absent from duty since his transfer.

14. From the oral as well as documentary evidence, led by the parties it comes out that undisputedly the workman was appointed as Plate Maker by the management on 01.05.2002 and the workman remained in un-interrupted employment up to 30.05.2017. Admittedly, the last drawn salary of the workman was ₹ 11,500/- per month. There is no dispute with regard to the fact that the management entered into Memorandum of Understanding (MOU) with M/s R.D.V. Media Pvt. Ltd. on 29.07.2016, effective from 01.08.2016. In this regard MW2 Chetan Sharma in his cross-examination stated that he has brought the copy of MOU dated 29.07.2016 effect from 01.08.2016 between M/s Desh Sewak and R.D.V. Media, which is Exhibit 'W1'. MW2 specifically stated that Exhibit 'W1' was for the period of 21 years. MW2 admitted as correct that MOU was terminated on 27.10.2017. To my opinion, since MOU Exhibit 'W1' was terminated by the management Desh Sewak, thus MOU Exhibit 'W1' is of no legal consequence. Moreover, MW3 in his examination- in-chief by way of affidavit Exhibit 'MW3/A' deposed that the management on 29.07.2016 entered into MOU with M/s R.D.V. Media Pvt. Ltd. to take over the management's work. When put to cross-examination MW3 stated that he has no knowledge about MOU signed between RDV Media and the management of Desh Sewak.

15. In the present case, the workman has challenged his termination as illegal on the ground that on 31.05.2017 when the workman went to attend his normal duties he was refused work by the management without assigning any reason and notice. On the other hand, the management has taken the plea that 4 employees i.e. Sarita Kumar - Sub-editor, Archana Ghuman - Sub-editor, Jasvir Singh - DTP Operator and Gurdeep Singh - Plate Maker (herein workman) were transferred to its sub-office Moga vide transfer letter dated 30.05.2017. The workman was expected to join at sub-office Moga on 01.06.2017 but till date the workman did not join at sub-office Moga for the reasons best known to him and thus absented himself from duty without approval till date. Therefore, the workman has wilfully refused to join at Sub-office Moga, though the management on several occasions made requests to him to join back at sub-office Moga. Thus, neither there is any termination nor there is any violation of any of the provisions of Labour Laws.

16. As far as the transfer of the workman to sub-office Moga is concerned, the management has relied upon transfer order dated 30.05.2017 issued by the management. The workman / AW1 in his cross-examination denied the suggestion as incorrect that he along with others was transferred to Moga office by the management vide letter dated 30.5.2017. The suggestion put to a witness which is denied as incorrect is no evidence unless proved otherwise. In the present case, the management neither produced on record nor proved into evidence transfer order dated 30.05.2017. The management has also taken the plea that the workman was paid ₹ 1,000/- as travelling expenses to Moga on account of transfer. The workman / AW1 in his cross-examination denied the suggestion as incorrect that he was paid ₹ 1,000/- as travelling expenses to Moga. The management did not produce into evidence any document showing payment of ₹ 1,000/- to the workman towards traveling expenses. Thus, the management has failed to prove the transfer order dated 30.05.2017 and also failed to prove the payment of ₹ 1,000/- to the workman towards travelling expenses to Moga.

17. If for the sake of arguments, it is assumed as correct that the workman wilfully did not join at sub-office Moga despite transfer order dated 30.05.2017, in that situation also the non-joining of workman at Moga at the most would amount to misconduct for which the management is required to issue show cause notice, charge sheet and to hold domestic inquiry against the workman. But in the present case, neither any show cause notice or charge sheet is served nor any domestic inquiry is held against the alleged misconduct of

the workman. In this regard, MW3 Umed Kumar in his cross-examination stated that the workman absented for duty as he did not join after the transfer and denied for want of knowledge if thereafter any charge sheet was issued to the workman or not. To my opinion, any suggestion which is not specifically denied is deemed to be admitted. Thus, it is admission on the part of MW3 that the management did not issue any charge sheet to the workman. The explanation of MW3 Umed Kumar that since the workman did not come to join so there was no necessity to hold inquiry is not acceptable as it has no legal foundation.

18. Above all the management has failed to prove the purpose of transfer of the workman. In this regard MW1 Jita Singh in his cross-examination stated that he is Incharge of the Moga office. He has not written any letter to the management for the requirement of 4 persons at Moga office. No one has informed that 4 persons are appointed at Moga office and no one reported him over there. Only one Sub-editor was required with the management. There was no other requirement except 1 Sub-editor. MW1 in his cross-examination further stated that the Moga office is 12x12 one room where the office exists. He has only 1 laptop except that no machine is installed there. At present there is no requirement of technical person in the office. From the aforesaid version of MW1 Jita Singh it is clearly made out that neither there was any requirement nor there was any work to be performed by any of the officials, who were allegedly transferred to Moga sub-office vide transfer letter dated 30.05.2017. Furthermore, it is not the case of the management that the workman was issued any prior notice or offered any notice pay.

19. In view of the discussion made above, the act of the management whereby the workman was verbally refused work amounts to termination which is illegal. Consequently the workman is entitled to reinstatement with continuity of service and 50% back wages.

20. Accordingly, this issue is decided in favour of the workman and against the management.

Relief :

21. In view of the discussion on issue above, this industrial dispute is allowed to the effect that the workman is ordered to be reinstated with continuity of service and 50% back wages. The management is directed to comply the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 28.02.2023

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Amandeep Josan, D/o Satpal Singh & W/o Gurpreet Singh, R/o # 284, Sector 56, Chandigarh, have changed my name to Amandeep Kaur After Marriage.

[489-1]

I, Siddharth, S/o Rakesh Kumar, R/o # 658/1, Sector 38-A, Chandigarh, have changed my name from Siddharth to Siddharth Choudhary.

[490-1]

I, Rajni, D/o Santram, W/o Amarjit, # 23/14, Kaimbwala, Chandigarh, have changed my name to Rajni Bala.

[491-1]

I, Sheba Sharma, D/o Naresh Kumar, R/o 2644, Sector 37-C, Chandigarh, declares that I have changed my son's name from Rihaan Lakha to Rihaan for all future intents and purposes.

[492-1]

I, Rajni Bala, W/o Suhail Soi, R/o 2462, Sector 19-C, Chandigarh, have changed my minor daughter's name from Diya to Diya Soi.

[493-1]

I, Kalyan Kumar Chandrashekarapuram Venkatachalam, S/o Anant narayan Venkata Chalam, House No. 34, Sector 46-A, Chandigarh, have changed my name to Kalyan Kumar.

[494-1]

I, Robert, S/o Madan Lal, R/o H. No. 1237, Phase-2, Ramdarbar, Chandigarh, have changed my name to Robart.

[495-1]

I, Km. Hansi Devi Raikwal, W/o Bhuwan Chandra Singh, # 371/6, Khuda Lahora, Chandigarh, have changed my name to Neha Dangwal.

[496-1]

I, Vikram Singh, S/o Rattan Kumar, # H. No. 3480, Sector 46-C, Chandigarh, have changed my name to Vikram Singh Atwal.

[497-1]

मैं, विकेश कुमार, पुत्र मोहन लाल, निवासी # 1057/बी, सेक्टर 41 बी, चंडीगढ़, ने अपनी नाबलिंग बेटी का नाम वंशीखा से दिव्यांशी में बदल दिया है ।

[498-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."